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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. March 23, 2010

First Floor Boardroom
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on March 9, 2010

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *SUB2009-00084 - Plat of The Gateway Center 3rd Addition located on the southeast corner of 13th Street North and Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

2. *SUB2010-00011 - Plat of Firepoint Addition located north of 29th Street North, west of Webb Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

1. *Administration Building Rehabilitation - Change Order No. 2 - Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 20A)

1. Report of Board of Bids and Contracts

- a. Report of Board of Bids and Contracts.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Jesus M Romero	Angela's Café	2119 West 21st Street
Harmit Singh	Maharaja Cuisine of India	3008 West Central
Cari Spainhour	QuikTrip #316	12825 East 21st Street North
David Cez	Taiwan Chinese Restaurant	2140 West 21st
Adam Harter	Wichita First Friday	835 East 1st Street

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. (None)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Events – Intrust Bank Arena Taylor Swift. (District I)
b. Community Events – Intrust Bank Arena Shrine Circus. (District I)
c. Community Events – Intrust Bank Arena Walking With Dinosaurs. (District I)
Community Events – Intrust Bank Arena Gaither. (District I)

RECOMMENDED ACTION: Approve street closure.

5. Agreements/Contracts:

- a. 2009 Aquifer Storage and Recovery Accounting Model - Supplemental Agreement.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Agreement for Design Services for Harry from Greenwich Road to 127th Street East.
(District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 1: City Buildings and Facilities-Americans with Disabilities Act Compliance.
- b. Change Order No. 13: Central Corridor Railroad Improvements. (District VI)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Acquisition of a portion of 5010 East Gilbert Court for the Dry Creek Basin Project. (District III)
- b. Acquisition of 5803 Mount Vernon for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project. (District III)
- c. Partial Acquisition at 3557 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District III)
- d. Partial Acquisition of Land at 1842 South Sedgwick for the Meridian Drainage Outfall Project. (District IV)
- e. ***Partial Acquisition of Land along the Northwest Corner of Spring Lake Road and SW 60th Street for the Integrated Local Water Supply Plan. (Harvey County)***
- f. ***Partial Acquisition of Agricultural Land at the Southeast Side of Spring Lake Road and SW 72nd Street for Integrated Local Water Supply Plan. (Harvey County)***
- g. Partial Acquisition of Land along the Southwest Corner of Willow Lake Road and SW 72nd Street for the Integrated Local Water Supply Plan. (Harvey County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, February 1, 2010
Wichita Board of Appeals of Plumbers and Gas Fitters, February 3, 2010
Joint Investment Committee, February 4, 2010
Design Council, February 17, 2010
Board of Park Commissioners, February 8, 2010
Board of Park Commissioners, March 8, 2010
District Advisory Board I Minutes, January 4, 2010
District Advisory Board I Minutes, February 1, 2010
District II Advisory Board, January 4, 2010
District II Advisory Board, February 1, 2010
District V Advisory Board, January 4, 2010
District V Advisory Board, February 1, 2010
District VI Advisory Board, February 1, 2010
District VI Advisory Board, February 17, 2010

RECOMMENDED ACTION: Receive and file.

10. Report on Claims for February 2010. (See Attached)

RECOMMENDED ACTION: Receive and file.

11. Resolution Considering a Public Hearing on a Second Amendment of the Exchange Place Redevelopment Project Plan. (District VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on April 13, 2010 to consider amendments to the Exchange Place Project Plan and direct the City Clerk to cause the resolution to be published on March 26, 2010 and April 2, 2010.

12. Sale of Remnant Properties at 532, 538 and 544 South Edgemoor. (District II)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contracts and authorize all necessary signatures.

13. Acquisition by Eminent Domain of Tracts Required for the Heartland Preparedness Center Project. (District I)

RECOMMENDED ACTION: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property and directing the City Attorney to file the appropriate proceedings in the District court to accomplish such acquisition.

14. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the FTA.

RECOMMENDED ACTION: Approve the resolution authorizing the filing of the grant application.

15. Library Knight Foundation Wireless Project.

RECOMMENDED ACTION: Authorize creation of a grant fund to enable the necessary equipment purchases.

16. Nuisance Abatement Assessments. (Districts I, II, III, IV and VI)

RECOMMENDED ACTION: Approve the proposed assessments.

17. CDBG - Community Housing Services Contract Renewal. (District III)

RECOMMENDED ACTION: Approve the contract renewal with Community Housing Services and authorize the necessary signatures.

18. Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments. (District I)

RECOMMENDED ACTION: Adopt the resolution of support, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

19. Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III and VI)

<u>Property Address</u>	<u>Council District</u>
a. 1619 N. Fairmount	I
b. 2127 S. Washington	III
c. 6024 S. Minneapolis	III
d. 1559 N. Emporia	VI
e. 1611 N. Topeka	VI
f. 1258 N. Fairview	VI

RECOMMENDED ACTION: Adopt the resolutions to schedule a public hearing before the City Council on May 4, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

20. Second Reading Ordinances: (First Read March 9, 2010)

- a. List of second reading ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: SUB2009-00084 -- Plat of The Gateway Center 3rd Addition located on the southeast corner of 13th Street North and Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of seven lots on 14.46 acres, is a replat of five lots and a reserve in The Gateway Center Addition. This site is subject to The Gateway Center Community Unit Plan (CUP 2009-00038/DP-239). A Notice of Community Unit Plan has been submitted identifying the approved CUP and its special conditions for development on this property. This site is located within Wichita's city limits and is zoned LC Limited Commercial.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for water and sewer improvements. A Restrictive Covenant has been submitted for the ownership and maintenance of the proposed reserve. As a requirement of the CUP approval, a Declaration of Cross-lot Access and Easement has been submitted to assure internal vehicular movement between the lots.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Restrictive Covenant and Declaration of Cross-lot Access and Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: None.



First Published in the Wichita Eagle on March 26, 2010

RESOLUTION NO. 10-069

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90477 (SOUTH OF 13TH, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90477 (SOUTH OF 13TH, EAST OF GREENWICH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90477 (south of 13th, east of Greenwich).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Five Thousand Four Hundred Dollars (\$45,400) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE GATEWAY CENTER 3RD ADDITION

Lots 4, 5, 6 and 7, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fraction basis: Lots 4, 5, 6 and 7, Block 1, THE GATEWAY CENTER 3RD ADDITION, shall each pay 1/4 of the total cost of the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on March 26, 2010

RESOLUTION NO. 10-070

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 424, FOUR MILE CREEK SEWER (SOUTH OF 13TH, EAST OF GREENWICH) 468-84676 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 424, FOUR MILE CREEK SEWER (SOUTH OF 13TH, EAST OF GREENWICH) 468-84676 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 424, Four Mile Creek Sewer (south of 13th, east of Greenwich) 468-84676.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-One Thousand Six Hundred Dollars (\$31,600) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

THE GATEWAY CENTER 3RD ADDITION

Lots 4 through 6, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 4 through 6, Block 1, THE GATEWAY CENTER 3RD ADDITION shall each pay 1/3 of the total cost the improvement.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF COMMUNITY UNIT PLAN

The Gateway Center Addition Community Unit Plan (DP-239)

THIS NOTICE made this 12 day of FEBRUARY, 2010, by the Gateway Center, L.L.C., Venture Seven Development, L.L.C., Gateway Center Addition Master Owners Association, Blindhog, L.L.C., and Retail Buildings, Inc., hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of the following described property;

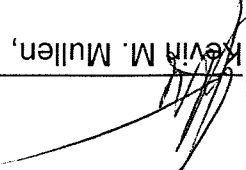
Lots 1 thru 7, Block 1, and Reserve "A", The Gateway Center 3rd Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, declarant desires to file notice that a Community Unit Plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the declarant hereby gives notice that the approved the Gateway Center Addition Community Unit Plan (DP-239) has placed restrictions on the use and requirements on the development of the above described real property. The Community Unit Plan shall be binding on the Owners, their heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Lots 1 thru 7, Block 1, and Reserve "A", The Gateway Center 3rd, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above

GATEWAY CENTER, L.L.C.
a Ritchie Development Corporation

By: 
Kevin M. Mullen, President

Personally appeared before me a notary public in and for the County and State
 aforesaid Kevin M. Mullen, President of Gateway Center, L.L.C., a Ritchie Development
 Corporation, to me personally known to be the same person(s) who executed the
 foregoing instrument of writing and said person(s) duly acknowledged the execution
 thereof.

Dated this 12th day of February, 2010.

Angie M. Sizemore
 Notary Public

My Appointment Expires 7-25-11

ANGIE M. SIZEMORE
 Notary Public - State of Kansas
 My Appl. Expires 7/25/11

STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

By: Elaine Braum
 Elaine Braum, President
 RETAIL BUILDINGS, INC.

By: James H. Stevens
 James H. Stevens, Managing Member
 BLINDHOG, L.L.C.

By: George E. Laham, II
 George E. Laham, II, President
 GATEWAY CENTER ADDITION MASTER
 OWEN'S ASSOCIATION

By: George E. Laham, II
 George E. Laham, II, Manager
 VENTURE SEVEN DEVELOPMENT, L.L.C.

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, President of Gateway Center Addition Master Owner's
 Association, to me personally known to be the same person(s) who executed the
 foregoing instrument of writing and said person(s) duly acknowledged the execution
 thereof.

Dated this 10th day of February, 2010.

Katherine M. Siegrist
 Notary Public

My Appointment Expires 9/22/12

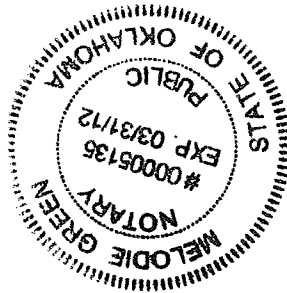
STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, Manager of Venture Seven Development, L.L.C., to me
 personally known to be the same person(s) who executed the foregoing instrument of
 writing and said person(s) duly acknowledged the execution thereof.

Dated this 10th day of February, 2010.

Katherine M. Siegrist
 Notary Public

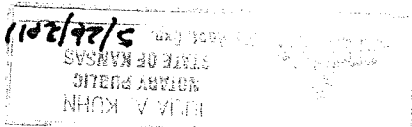
My Appointment Expires 9/22/12



My Appointment Expires 3/31/12
 Notary Public
Melodie Green

Dated this 25th day of February, 2010.
 Personally appeared before me a notary public in and for the County and State
 aforesaid Elaine Braums, President of Retail Buildings, Inc., to me personally known to
 be the same person(s) who executed the foregoing instrument of writing and said
 person(s) duly acknowledged the execution thereof.

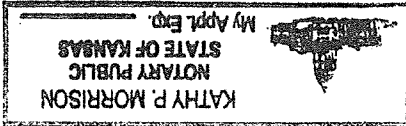
STATE OF OKLAHOMA)
) SS
) OKLAHOMA COUNTY)



My Appointment Expires 5/26/2011
 Notary Public
Lisa A. Kuhn

Dated this 17th day of February, 2010.
 Personally appeared before me a notary public in and for the County and State
 aforesaid James H. Stevens, Managing Member of Blindhog, L.L.C., to me personally
 known to be the same person(s) who executed the foregoing instrument of writing and
 said person(s) duly acknowledged the execution thereof.

STATE OF KANSAS)
) SS
) SEDGWICK COUNTY)



My Appointment Expires 10-14-2011

Kathy P. Morrison
Notary Public

Dated this 12th day of February, 2010.

Personally appeared before me a notary public in and for the County and State aforesaid Kevin M. Mullen, President of Gateway Center, L.L.C., a Ritchie Development Corporation, to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

STATE OF KANSAS)
) SS
) SEDGWICK COUNTY)

By: Kevin M. Mullen, President
A Ritchie Development Corporation
GATEWAY CENTER, L.L.C.

Dated at Wichita, Kansas, this 12th day of February, 2010.

As a result of the above mentioned petitions for improvements, lots or portions thereof within The Gateway Center 3rd Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

1. Water Distribution System
2. Sanitary Sewer

We, Gateway Center, L.L.C. the owners of all real property within The Gateway Center 3rd Addition do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

CITY OF WICHITA)
)
) SEDGWICK COUNTY)
) SS
) STATE OF KANSAS)

CERTIFICATE

WHEREAS, the undersigned is in the process of platting certain real property to be known as The Gateway Center 3rd, an Addition to Wichita, Sedgwick County, Kansas; and WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission regarding the establishment of an owners' association, providing for the ownership and maintenance of the reserves being platted.

NOW, THEREFORE, the undersigned does hereby subject The Gateway Center 3rd, an Addition to Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:

1. At such time as the said property shall become developed by erection of improvements thereon, the undersigned agrees to cause an association to be formed to provide for the care, maintenance, and upkeep of the reserves, common areas, and parking strips.
2. The reserves located in said addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves, together with the maintenance of the parking strips, shall be by the undersigned.
4. The reserves located in said addition will become part of a Master Owners Association developed for the Gateway Center Addition to Wichita, Sedgwick County, Kansas.
5. Said addition shall continue to share in the ownership and maintenance responsibilities of any previously platted reserves assigned to the land within this addition.
6. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain within the reserves or common areas or fail in any manner to fulfill their obligations relating to the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty

RESTRICTIVE COVENANT

This covenant, executed this 12th day of February, 2010.

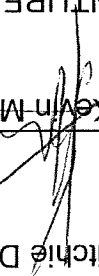
WITNESSETH: That,

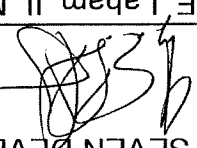
(20) days within which the undersigned or the association may fulfill the obligations, or if such obligation cannot reasonably be fulfilled in 20 days, such requirement shall be satisfied if efforts for fulfillment have been commenced within said 20-day period and are diligently prosecuted to completion. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas, from becoming a nuisance, may enter upon said reserves or common areas with prior written notice to the owner(s) of such property, and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned or the association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

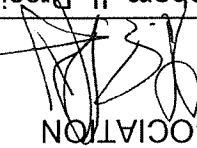
7. This covenant is binding on the owners, its successors and assigns and is a covenant running with the land and is binding on all successors in title to the above-described property.

8. The covenants, conditions, restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent to the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

GATEWAY CENTER, L.L.C.
a Ritchie Development Corporation
By: 
Kevin M. Mullen, President

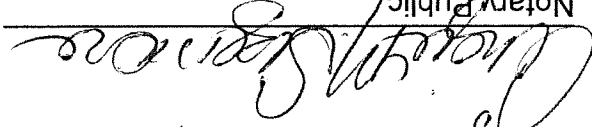
VENTURE SEVEN DEVELOPMENT, L.L.C.
By: 
George E. Laham, II, Manager

GATEWAY CENTER ADDITION MASTER
OWEN'S ASSOCIATION
By: 
George E. Laham, II, President

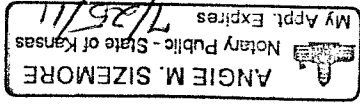
STATE OF KANSAS)
) SS
) SEDGWICK COUNTY)

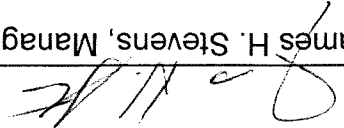
Personally appeared before me a notary public in and for the County and State
aforesaid Kevin M. Mullen, President of Gateway Center, L.L.C., a Ritchie Development
Corporation, to me personally known to be the same person(s) who executed the
foregoing instrument of writing and said person(s) duly acknowledged the execution
thereof.

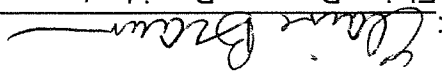
Dated this 12th day of February 2010.


Notary Public

My Appointment Expires 7-25-11



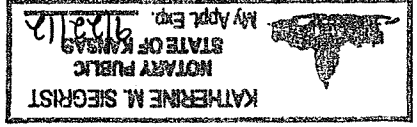
BLINDHOG, L.L.C.
By: 
James H. Stevens, Managing Member

RETAIL BUILDINGS, INC.
By: 
Elaine Braum, President

STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, President of Gateway Center Addition Master Owner's
 Association, to me personally known to be the same person(s) who executed the
 foregoing instrument of writing and said person(s) duly acknowledged the execution
 thereof.

Dated this 10th day of February, 2010.

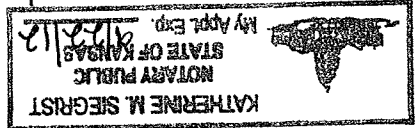
 My Appointment Expires 9/22/12

Katherine M. Siegrist
 Notary Public

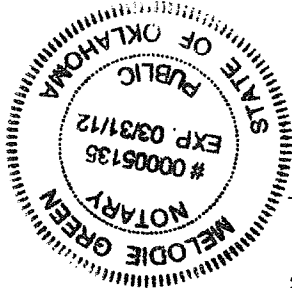
STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, Manager of Venture Seven Development, L.L.C., to me
 personally known to be the same person(s) who executed the foregoing instrument of
 writing and said person(s) duly acknowledged the execution thereof.

Dated this 10th day of February, 2010.

 My Appointment Expires 9/22/12

Katherine M. Siegrist
 Notary Public

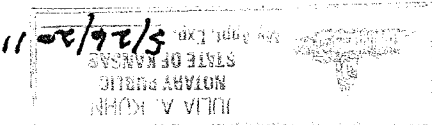


My Appointment Expires 3/31/12
 Notary Public
Melodie Green

Dated at this 35th day of February, 2010.

Personally appeared before me a notary public in and for the County and State
 aforesaid Elaine Braums, President of Retail Buildings, Inc., to me personally known to
 be the same person(s) who executed the foregoing instrument of writing and said
 person(s) duly acknowledged the execution thereof.

STATE OF OKLAHOMA)
) SS
) OKLAHOMA COUNTY)



My Appointment Expires 5/26/2011
 Notary Public
Julia A. Kuhn

Dated this 12th day of February, 2010.

Personally appeared before me a notary public in and for the County and State
 aforesaid James H. Stevens, Managing Member of Blindhog, L.L.C., to me personally
 known to be the same person(s) who executed the foregoing instrument of writing and
 said person(s) duly acknowledged the execution thereof.

STATE OF KANSAS)
) SS
) SEDGWICK COUNTY)

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 18th day of FEBRUARY, 2010, by the undersigned.

A. The undersigned is/are the owner(s) of the Gateway Center 3rd Addition to Wichita, Sedgwick County, Kansas.

B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across said Lots & Reserve.

Lots 1 thru 7, Block 1 and Reserve "A", the Gateway Center 3rd Addition

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective Lots to be established as driveways and sidewalks from time to time. Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the Lots, the owners thereof, their employees, customers and invitees. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said Lots; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said Lots. The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

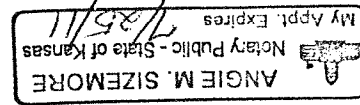
IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

GATEWAY CENTER, L.L.C.
a Ritchie Development Corporation

By: [Signature]
Kevin M. Mullen, President

My Appointment Expires _____

7-25-11



Notary Public

Angie M. Sizemore

Dated this 12th day of February 2010.

Personally appeared before me a notary public in and for the County and State of Kansas, Kevin M. Mullen, President of Gateway Center, L.L.C., a Ritchie Development Corporation, to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

STATE OF KANSAS)
) SS
(SEDGWICK COUNTY)

By: *Elaine Braum*
Elaine Braum, President

RETAIL BUILDINGS, INC.

By: *James H. Stevens*
James H. Stevens, Managing Member

BLINDHOG, L.L.C.

By: *George E. Laham, II*
George E. Laham, II, President

GATEWAY CENTER ADDITION MASTER
OWEN'S ASSOCIATION

By: *George E. Laham, II*
George E. Laham, II, Manager

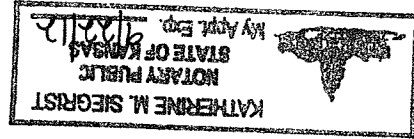
VENTURE SEVEN DEVELOPMENT, L.L.C.

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, President of Gateway Center Addition Master Owner's
 Association, to me personally known to be the same person(s) who executed the
 foregoing instrument of writing and said person(s) duly acknowledged the execution
 thereof.

Dated at this 10th day of February, 2010.

Katherine M. Siegrist
 Notary Public

My Appointment Expires 9/22/12



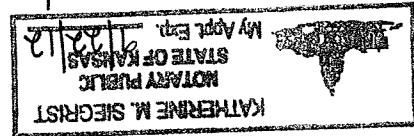
STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State
 aforesaid George E. Laham, II, Manager of Venture Seven Development, L.L.C., to me
 personally known to be the same person(s) who executed the foregoing instrument of
 writing and said person(s) duly acknowledged the execution thereof.

Dated this 10th day of February, 2010.

Katherine M. Siegrist
 Notary Public

My Appointment Expires 9/22/12



STATE OF KANSAS)
) SS
 SEDGWICK COUNTY)

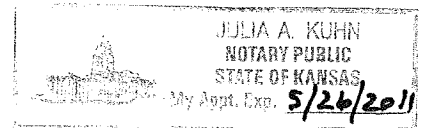
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid James S. Stevens, Managing Member of Blindhog, L.L.C., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at this 17th day of February, 2010.

Julia A Kuhn
Notary Public

My Appointment Expires 5/26/2011



STATE OF OKLAHOMA)
) SS
OKLAHOMA COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Elaine Braums, President of Retail Buildings, Inc., to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at this 25th day of February, 2010.

Melodie Green
Notary Public

My Appointment Expires 3/31/12



City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: SUB2010-00011 -- Plat of Firepoint Addition located north of 29th Street North, west of Webb Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of three lots on 22 acres, is a replat of a portion of the Comotara Industrial Park 5th Addition and Mediterranean Plaza Addition. This site is located within Wichita's city limits and is zoned PUD Planned Unit Development. A Notice of Planned Unit Development has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving and water improvements. This site is located within the noise impact area of Jabara Airport; therefore, a Restrictive Covenant and Avigational Easement have been submitted.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

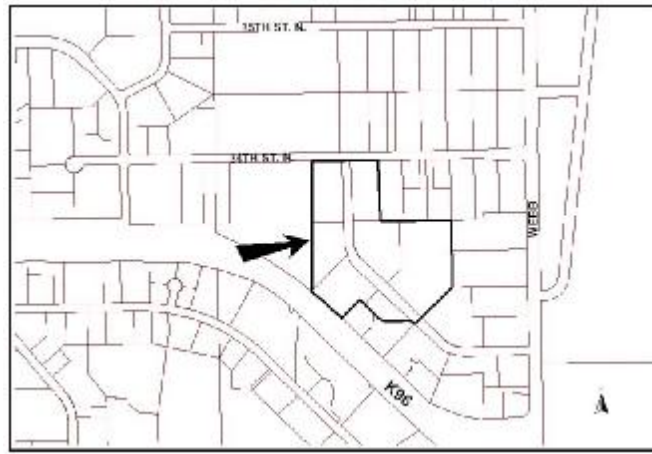
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Planned Unit Development, Certificate of Petitions, Restrictive Covenant and Avigational Easement will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: None.



First Published in the Wichita Eagle on March 26, 2010

RESOLUTION NO. 10-071

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90470 (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90470 (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-051 adopted on March 9, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90470 (west of Webb, south of 37th St. North).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Sixty Thousand Dollars (\$60,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FIREPOINT ADDITION

Lots 1 and 2, Block A

Lot 1, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on March 26, 2010

RESOLUTION NO. 10-072

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH (472-84885) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) (472-84885) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-052 adopted on March 9, 2010 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize paving Toben Street from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North (west of Webb, south of 37th St. North) (472-84885).

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Fifty-Five Thousand Dollars (\$255,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FIREPOINT ADDITION

Lots 1 and 2, Block A

Lot 1, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract,

lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 4th day of March, 2010, by the undersigned, hereinafter called "Declarant",

WITNESSETH


WHEREAS, Declarant, is the owners of the following described property:

Lot 1 and Lot 2, Block A, AND Lot 1, Block B, Firepoint Addition, Wichita, Sedgwick County, Kansas,
and,

NOW, THEREFORE, the Declarant does hereby give notice that the approved Planned Unit Development (Firepoint PUD #23), on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, has placed restrictions on the use and requirements on the development of the above-described property.

EXECUTED the day and year first written above by:

Webb Road, LLC

Signed: 
Print: CHRISTIAN A. ABLAH
Title: Member

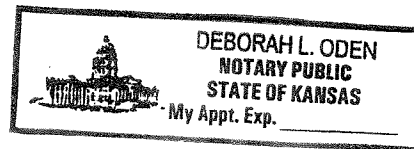
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 4th day of March, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian A. Ablah, Webb Road, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.


Notary Public

My Commission Expires: 8/12/2010



CERTIFICATE OF PETITION

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

We, the undersigned owner of the following described real property:

Lot 1 and Lot 2, Block A, AND Lot 1, Block B; Firepoint Addition, Wichita,
Sedgwick County, Kansas;

do hereby certify that a petition for the following improvements has been submitted to the City Council of the City of Wichita, Kansas

1. Paving Improvements
2. Water Main Improvements

As a result of the above-mentioned petitions for improvements, all lots or portions thereof within the above described real property, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Executed this 4th day of March, 2010

Webb Road, LLC

Signed: [Signature]
Print: CHRISTIAN A. ABLAH
Title: member

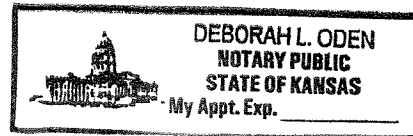
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 4th day of March, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian A. Ablah, Webb Road, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Deborah L. Oden
Notary Public

My Commission Expires: 8/12/2010



RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of March, 2010, by Webb Road LLC, hereinafter called the Declarant.

WITNESSETH:

WHEREAS, Grantor is the owner of Lots 1-2, Block A, AND Lot 1, Block B Firepoint Addition, Wichita, Sedgwick County, Kansas, which property is located near Colonel James Jabara Airport and is accordingly subject to considerable noise from the operation of aircraft, and is exposed at times to aircraft noise which may infringe upon the enjoyment of said property and may, depending upon the degree of acoustical treatment of the structure, affect the health and/or well being of any occupants; and

WHEREAS, the City of Wichita in connection with the approval of the plat of said addition considers it to be in the public interest to require any building constructed on said addition to be designed and constructed giving proper consideration to noise pollution in the area.

NOW THEREFORE, Grantor, hereby declares that Firepoint Addition shall be subjected to the following restrictive covenant, to wit:

Any building constructed on the premises shall be so designed and constructed as to minimize noise pollution in any such structure, giving due consideration to the use for which such structure is designed and built.

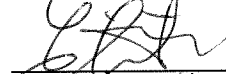
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall apply to and bind the successors in interest and any owner thereof.

EXECUTED the day and year first above written.

DECLARANT:

Webb Road, LLC



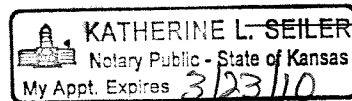
By: Christian A. Abiah

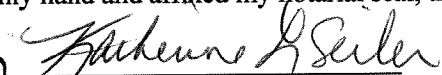
Title: member

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 8th day of March, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian A. Abiah, Member, Webb Road, LLC, personally known to me, and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.




Notary Public

My Commission Expires: _____

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 4th day of March, 2010, the undersigned, (hereinafter "Grantor"), does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following described real estate, to-wit:

Lots 1-2, Block A, AND Lot 1, Block B
Firepoint Addition, Wichita, Sedgwick County, Kansas


By virtue of this easement, Grantor, for and on behalf of itself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

To have and to hold said easement forever and ever.

EXECUTED the day and year first written above by:

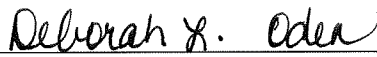
Webb Road, LLC

Signed: 
Print: CHRISTIAN A. ABLAH
Title: member

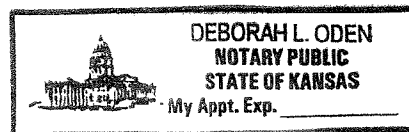
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 4th day of March, 2010, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian A. Ablah, Webb Road, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.


Notary Public

My Commission Expires: 8/12/2010



**City of Wichita
City Council Meeting
March 23, 2010**

TO: Wichita Airport Authority

SUBJECT: Administration Building Rehabilitation
Change Order #2
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On March 18, 2008, the Wichita Airport Authority approved the capital project with a budget of \$465,000 to design and renovate portions of the Airport Administration Building to better accommodate public meeting space needs and improve the building's energy efficiency. On May 5, 2009, a budget adjustment was approved to accommodate unforeseen conditions to repair significant water damage to the building and make crucial site improvements to eliminate future drainage problems. Additionally, due to critical timing on the utilities construction related to the upcoming terminal building project, a data center that will provide vital telecommunications and network system support to various tenants in the terminal and the central Airport campus will be added and fitted-out. This action brought the total budget to \$1,100,000. The construction bids were opened on April 17, 2009 with Eby Construction, the low bidder, submitting a bid of \$776,900. On January 5, 2010, the Wichita Airport Authority approved Change Order #1 for \$15,401 to address additional drainage issues, provide enhanced landscaping, and modify the building to accommodate the coordination with the Landside Utilities, Phase I Project.

Analysis: Staff has prepared Change Order #2 to accommodate miscellaneous small required construction changes, such as relocation of emergency lights, installation of exterior door stops, painting of wall paneling, installing additional sheetrock around doors, and adding waterseal caulk to exterior walls. The change order also provides for the installation of additional equipment for the fire alarm system, and the installation of the budgeted audio-visual equipment in the conference rooms.

Financial Considerations: The cost of this change order is \$45,659, and it is fully covered through the current project budget. The new contract sum with Eby after this change order is \$837,960. This project is funded with General Obligation bonds paid for with airport revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through improvements to allow uninterrupted services to be provided to the Airport System's tenants and users and to the aviation community.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order #2.

AIA® Document G701™ – 2001

Change Order

PROJECT: <i>(Name and address)</i>	CHANGE ORDER NUMBER: TWO (page two)	OWNER <input type="checkbox"/>
Wichita Airport Authority Addition and Remodel	DATE: March 4, 2010	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NUMBER: 0605	CONTRACTOR <input type="checkbox"/>
TO CONTRACTOR: <i>(Name and address)</i>		FIELD <input type="checkbox"/>
Martin K. Eby Construction Co., Inc.	CONTRACT DATE: May 9, 2009	OTHER <input type="checkbox"/>
	CONTRACT FOR: General Construction	

The Contract is changed as follows:

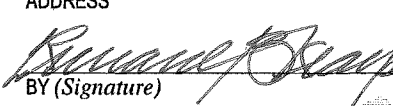

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Reverse cable trays in the data room (Change Estimate #21)	417.00
Credit for removing the closet portion of the operations room remodel (Change Estimate #22)	-1,578.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 776,900.00
The net change by previously authorized Change Orders	\$ 15,401.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 792,301.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 45,659.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 837,960.00
The Contract Time will be (increased) (decreased) (unchanged) by Fifteen (15) days	
The date of Substantial Completion as of the date of this Change Order therefore is	March 19, 2010

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Richard B. Kraybill	Martin K. Eby Construction	Wichita Airport Authority
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
230 Laura #105	610 N. Main	2173 Air Cargo Road
Wichita, KS 67211	Wichita, KS 67203	Wichita, KS 67209
ADDRESS	ADDRESS	ADDRESS
		
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
Richard B. Kraybill	Larry Weis	
<i>(Typed name)</i>	Brian Truskett	
	<i>(Typed name)</i>	<i>(Typed name)</i>
3-4-2010	3/8/10	
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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March 4, 2010

Provide and install additional equipment for fire alarm system (CE #25)	11,836.00
Install six speed sleeves and move emergency light in north data room wall (CE #30)	498.00
Provide and install new audio-visual equipment in new conference room (CE#31)	27,778.00
Provide and install additional three exterior door stops (CE #32)	287.00
Paint existing wall paneling in conferenc room (CE #38)	927.00
Credit for not refinishing existing walls in remodeled conference room (CE#39)	-200.00
Provide and install sheetrock walls at sides of new reception room doors, (RFQ #14 , CE #42)	944.00
Add waterseal caulk to south exterior wall (Change Estimate #44)	354.00
Relocate two wall mounted light controls (Change Estimate #46)	230.00
Provide and install LCD monitor in new small conference room (RFQ #16, CE #47)	3,522.00
Relocate Marker Board in large conference room (RFQ #17, CE #50)	644.00

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Taylor Swift
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Taylor Swift April 1, 2010 7:00 am – April 2, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Shrine Circus
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Shrine Circus April 8, 2010 7:00 am – April 12, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Walking With Dinosaurs
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Walking With Dinosaurs April 20, 2010 7:00 am – April 26, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Gaither
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Gaither April 30, 2010 7:00 am – May 1, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: 2009 Aquifer Storage and Recovery Accounting Model - Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendations: Approve Supplemental Agreement No. 5 for Professional Services with Burns & McDonnell Engineering Company, Inc.

Background: On August 8, 2005, the Division of Water Resources approved the water appropriations for the Equus Beds Aquifer Storage and Recovery (ASR) project. The appropriations included a number of conditions, including an annual accounting model report and an annual report.

Analysis: The Equus Beds ASR project is the first of its kind in Kansas. One of the conditions placed on the project by the Chief Engineer of the Division of Water Resources (DWR) was the use of a hydrologic computer model to determine the amount of recharge credits available for appropriation. This information is necessary to monitor our withdrawals from the aquifer, as well as input from the Phase I ASR program. The hydrologic computer model was developed by Burns & McDonnell Engineering to show all of the water uses in the project area and to account for all of the components necessary for the DWR to allocate water appropriations for the ASR project. The DWR requires the model to be run and a report submitted to them by June 1st of each calendar year. This will be the fourth year that the model has been run and reports submitted. At the present time, Burns & McDonnell Engineering is the only resource available to perform this task.

Financial Considerations: The cost to run the model and prepare the reports will not exceed \$68,957. Funding is included in the Operations and Maintenance Budget for the accounting model.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: The Law Department has reviewed and approved the Supplemental Agreement for Professional Services as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement for Professional Services with Burns & McDonnell Engineering; and 2) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 5 with Burns & McDonnell Engineering Company, Inc.

SUPPLEMENTAL AGREEMENT NO. 5

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

BURNS AND McDONNELL ENGINEERING COMPANY, INC. HEREINAFTER CALLED
"DESIGNER"

FOR

2009 ACCOUNTING MODEL AND ANNUAL REPORT AS PART OF THE ASR
PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN
IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering preliminary design, final design and bidding services for the recharge wells to be provided by the DESIGNER in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

DESIGNER shall perform professional engineering services for the 2009 ASR Accounting Model & Annual Report as described in Exhibit A. The estimated budget for these services is summarized in Exhibit B.

B. PAYMENT PROVISIONS

Payment to the DESIGNER for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed Sixty-Eight Thousand Nine Hundred Fifty-Seven Dollars (\$68,957.00).

C. PROJECT SCHEDULE

The draft 2009 Accounting System Model report will be delivered to KDWR by June 1, 2010.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the DESIGNER have executed this Supplemental Agreement No. 5 as of this _____ day of _____ in the year 2010.

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Pat Burnett, City Clerk

APPROVED AS TO FORM

By:  _____
Gary Rebenstorf, Director of Law

BURNS & MCDONNELL ENGINEERING COMPANY, INC.


By:  _____
James L. Foil, P.E.
Vice President, Infrastructure Group

EXHIBIT A

SCOPE OF SERVICES 2009 ACCOUNTING MODEL & ANNUAL REPORT

2009 ACCOUNTING SYSTEM MODEL & ANNUAL REPORT

Objective – The accounting systems model determines available water at each Equus Beds Well Field (EBWF) index cell due to the City’s recharge activities. Based on the results of the modeling and evaluation, an Accounting Report is prepared and delivered to Kansas Department of Water Resources (DWR). Kansas DWR uses this report to approve and allocate recharge credits to the associated EBWF index cells.

SCOPE OF WORK

Task 1 – Update the current accounting model with 2009 data provided by Kansas DWR, Wichita Water Utilities (WWU) pump data, USGS streamflow data, and precipitation data.

Task 2 – Import and calibrate the accounting model to the 2009 index well data.

Task 3 – Run accounting model for two scenarios; one with recharge and one without recharge.

Task 4 – Analyze the model data and calculate the water budgets from the model runs.

Task 5 – Prepare the 2009 Accounting & Annual Report for CITY and Program Management review and comment. Upon receipt of comments, finalize and distribute to Kansas DWR for review and approval.

Task 6 – Prepare and conduct one meeting with Kansas DWR to review model results.

Task 7 – Perform project management tasks including monthly updates and invoice supplements to program manager, CITY, and quality control for the model and report.

CITY inputs:

1. Well field data.
2. Report Comments.

Activities:

1. Modeling.
2. Report generation.
3. Meeting and meeting minutes.
4. Project management.

Deliverables:

1. Report including text, tables, figures, and appendices.
2. Meeting minutes.

Exhibit B -

2009 Accounting Model &
Annual Report Cost Estimate
City of Wichita, Kansas

Activity		Total Labor-Hours											Total Costs			
Task No.	Description	17 Prin II	16 Prin I	15 Assoc II	14 Assoc I	13 Senior II	12 Senior I	11 Staff II	10 Staff I	9 Asst. III	8 Asst. II	7 Asst. I	Hours Subtotal	B&McD Labor Cost	Distributed Expense Cost	Total Task Cost
2009 Accounting Model & Annual Report																
1	Update Accounting Model with 2009 Data															
	a Import 2009 DWR pumping data	-	-	-	-	24	-	-	-	-	-	-	24	\$ 3,912	\$ 238	\$ 4,150
	b Import 2009 City of Wichita pumping & recharge data	-	-	-	-	8	-	-	-	-	-	-	8	\$ 1,304	\$ 79	\$ 1,383
	c Import 2009 USGS streamflow data	-	-	-	-	8	-	-	-	-	-	-	8	\$ 1,304	\$ 79	\$ 1,383
	d Import 2009 precipitation data	-	-	-	-	8	-	-	-	-	-	-	8	\$ 1,304	\$ 79	\$ 1,383
2	Calibrate 2009 Accounting Model															
	Import 2009 Index Well data for calibration	-	-	-	-	8	-	-	-	-	-	-	8	\$ 1,304	\$ 79	\$ 1,383
	Complete calibration to 2009 data	-	-	-	-	40	-	-	-	-	-	-	40	\$ 6,520	\$ 596	\$ 7,116
3	Run 2009 Accounting Model															
	a Run model with recharge	-	-	-	-	16	-	-	-	-	-	-	16	\$ 2,608	\$ 358	\$ 2,966
	b Run model without recharge	-	-	-	-	16	-	-	-	-	-	-	16	\$ 2,608	\$ 358	\$ 2,966
4	Analyze model data															
	a Calculate water budget from model runs	-	-	-	-	16	-	-	-	-	-	-	16	\$ 2,608	\$ 558	\$ 3,166
	b Translate water budget data to Index Cell spreadsheet	-	-	-	-	16	-	-	-	-	-	-	16	\$ 2,608	\$ 558	\$ 3,166
5	Prepare 2009 Accounting Model & Annual Report for City review															
	a Generate figures	-	-	4	4	16	-	-	-	4	-	-	28	\$ 4,504	\$ 277	\$ 4,781
	b Generate text	-	-	4	4	24	-	-	-	4	-	-	36	\$ 5,808	\$ 356	\$ 6,164
	c Collate supporting appendix data	-	-	4	4	16	-	-	-	4	-	-	28	\$ 4,504	\$ 277	\$ 4,781
	d Publish and submit Final 2009 Accounting Report	-	-	4	4	24	-	-	-	-	-	-	32	\$ 5,348	\$ 1,992	\$ 7,340
6	Meetings to review model updates and results															
	a Meet with DWR	-	-	16	8	8	-	-	-	-	-	-	32	\$ 5,648	\$ 1,262	\$ 6,910
7	Project Management and QA/QC															
		-	-	8	8	30	-	-	-	12	-	-	58	\$ 9,142	\$ 774	\$ 9,916
	Total - 2009 Accounting Model Report	0	0	40	32	278	0	0	0	24	0	0	374	\$ 61,034	\$ 7,923	\$ 68,957
	Total - Maximum Not-To-Exceed	0	0	40	32	278	0	0	0	24	0	0	374	\$ 61,034	\$ 7,923	\$ 68,957

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for Harry from Greenwich Road to 127th Street East (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On August 19, 2008, the City entered into an agreement with Ruggles & Bohm, P.A. for designing improvements to Harry from Greenwich Road to 127th Street East. The fee was \$204,000. On November 25, 2008 the City Council approved Supplemental No. 1 to design channel improvements to the Spring Branch as recommended in the Spring Branch Master Drainage Plan prepared by Professional Engineering Consultants in 2004. The design fee for Supplemental No. 1 was \$20,500, bringing the total design contract fee to \$224,500. Earlier this year, the Harry, Greenwich to 127th Street East improvement project was approved for American Reinvestment and Recovery Act (ARRA) funding. Supplemental Agreement No. 2 has been prepared for redesign work associated with the ARRA funding, including the need to expedite the completion of the design.

Analysis: The fee for Supplemental Agreement No. 2 is \$9,500. The additional design work was necessary because of the changes in the plans that were required to meet ARRA funding requirements. This included modifications to plan sheets to meet Kansas Department of Transportation (KDOT) requirements, changes in the design of the project to meet KDOT requirements and additional submittals to KDOT that were not included in the original design fee. A minimum of \$425,000 in ARRA funding is expected to be received for this project.

Financial Considerations: Ruggles & Bohm's total fee including Supplemental No. 1 and No. 2 will be \$234,000. Funding is available within the project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major traffic corridor.

Legal Considerations: Supplemental Agreement No. 2 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
RUGGLES & BOHM, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **HARRY FROM GREENWICH ROAD TO 127TH STREET EAST**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

HARRY FROM GREENWICH ROAD TO 127TH STREET EAST
(Project No. 472 84696, OCA #706986)

- Convert plans to meet ARRA funding requirements.

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$9,500.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2010.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name and Title)

ATTEST:

**City of Wichita
City Council Meeting
March 23, 2010**

TO: Mayor and City Council

SUBJECT: Change Order No. 1: City Buildings and Facilities - Americans with Disabilities Act Compliance (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the change order.

Background: The City of Wichita is in the process of executing its Americans with Disabilities Act (ADA) transition plan. When this transition plan is fully implemented in 2017, all the City's buildings and facilities will be fully ADA compliant.

Analysis: The City of Wichita entered into a design contract with McCluggage Van Sickle & Perry (MVP) Architects on September 24, 2008, to prepare drawings and specifications for ADA modifications at various City facilities (ADA Phase III), as part of the on-going implementation of its transition plan.

On July 21, 2009, the City of Wichita entered into a construction contract with Hahner Foreman Harness, LLC Construction Company for \$149,148.

During construction, it was discovered that drawings and specifications prepared by MVP Architects for two facilities in this contract – The Hispanic Center and Edgemoor Park – were at variance with existing site conditions. New drawings and specifications for these facilities reflecting the existing site conditions were prepared by MVP Architects at their own expense. However, these amended drawings and specifications call for \$13,902 in additional work. At the same time, \$2,762.04 worth of handrail and seeding at other facilities was eliminated, reducing the net change order to \$11,149.96. The additional work has been executed by the contractor.

Financial Considerations: This is an open ADA Improvements Project first initiated in 2004. City Council approved expenditure of \$750,000 between 2004 and 2008. Funding is also included in the approved 2009 – 2018 Capital Improvement Program (CIP) at \$300,000 per year for years 2009 – 2014 and \$600,000 per year for years 2015 – 2017. Project Money is initiated in two year increments. \$600,000 for years 2009 – 2010 was initiated last year, bringing the total budget to date to \$1.35 million (Project No. 435379, OCA No. 792409). The change order will be funded from the \$600,000 initiated in 2009. The cost of this change order is \$11,139.96 or 7.45% of the original contract.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the change order as to form.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachment: Change Order No. 1-ADA Modification Phase III.



[01/27/2010]

PUBLIC WORKS – BUILDING SERVICES DIVISION

CHANGE ORDER

To: Hahner Foreman & Harness, LLC
423 N. St Francis, P.O. Box 1921
Wichita, KS 67201

Project: ADA Modifications Phase III
FB930122

Change Order No.: One (1)

Project No.: N/A

Purchase Order No.: 930601

OCA No.: 792409

CHARGE TO OCA No.: 792409

PPN: 435379

Please perform the following extra work at a cost not to exceed **\$11,139.96**

Additional Work:

- | | | |
|---|---------------|--------------------|
| 1) Emery Park – omit section of handrail shown on drawing | deduct | \$ 108.04 |
| 2) Hispanic Center – Construct site improvements away from
underground concrete footings..... | add | \$ 1,949.00 |
| 3) Emery Park - omit section of handrail shown on drawing..... | deduct | \$ 127.00 |
| 4) Hispanic Center – construct the entire ramp system
according to the redesigned drawings. | add | \$5,168.00 |
| 5) Edgemoor Park – Demolish and replace approximately
90 square feet of sidewalk and paving as well as 20 linear
feet of curb and gutter..... | add | \$ 1,762.00 |
| 6) Buffalo Park – Omit handrails as shown on drawing..... | deduct | \$ 1,568.00 |
| 7) Omit seeding disturbed areas adjacent to all sidewalks..... | deduct | \$ 959.00 |
| 8) Edgemoor Park – construct the entire ramp system and adjacent
areas according to the redesigned drawings..... | add | \$ 5,023.00 |

Reason for Additional Work:

- 1) Emery Park – slope of 5% accomplished, thereby eliminating need of this section of handrail.
- 2) Hispanic Center – Field verification during construction revealed that the column footings for existing building are constructed differently than originally anticipated.
- 3) Emery Park - slope of 5% accomplished, thereby eliminating need of this section of handrail.
- 4) Hispanic Center – Contract drawings issued as part of the original contract are substantially at variance with existing site conditions, resulting to a complete redesign of the entire ramp system.
- 5) Edgemoor Park – Demolition and replacement of approximately 90 square feet of sidewalk and paving as well as 20 linear feet of curb and gutter required in order to remove trip hazards adjacent to handicap ramps – this specification was omitted in the original specification.
- 6) Buffalo Park – Accomplishment of 5% slope on sidewalk removes the need for these handrails.
- 7) Winter time not conducive to proper seeding. Reseeding to be done in spring 2010.

- 8) Edgemoor Park –Contract drawings issued as part of the original contract are substantially at variance with existing site conditions, resulting to a complete redesign of the entire ramp system.

Item	Negot'd/Bid Qty	Unit Price	Extension
------	-----------------	------------	-----------

CIP Budget Amount: \$ 1,354,556.00

Original Contract Amt.: \$ 149,948.00

Consultant: MVP Architects

Current CO Amt.: \$ 11,139.96

Exp. & Encum. To Date: \$ 951,724.53

Amt. of Previous CO's: \$ 0

Total of All CO's: \$ 11,139.96

CO Amount: \$ 11,139.96

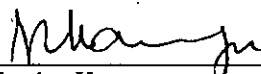
% of Orig. Contract / 10% Max.: % -7.43%

Unencum. Bal. After CO: \$ 391,692.21

Adjusted Contract Amt.: \$ 161,087.96

Recommended By:

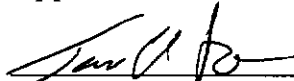
Approved:

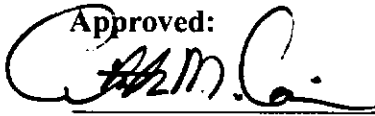

 Charles Karugu
 Project Manager
 01-27-10
 Date


 Ed Martin
 Building Services Manager
 1-28-2010
 Date

Approved:


Approved:


 Contractor
 1-27-10
 Date


 Chris Carrier, P.E.
 Director of Public Works
 2.11.10
 Date

Approved as to Form:

By Order of the City Council:


 Gary Rebenstorf
 Director of Law
 01-29-10
 Date

 Carl Brewer
 Mayor
 Date

Attest:

 City Clerk

**City of Wichita
City Council Meeting
March 23, 2010**

TO: Mayor and City Council

SUBJECT: Change Order No. 13: Central Corridor Railroad Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Change Order No. 13.

Background: On September 12, 2003, the City entered into an agreement to reimburse Burlington Northern Santa Fe (BNSF) all of their costs related to this project. On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. In completing the project, additional work was necessary that requires a change order.

Analysis: The Wichita Central Corridor (WCC) project consists of multiple contracts with railroads, engineering companies, property owners, and contractors. The total project budget is \$105,631,101 and has been ongoing for more than 10 years. As this dynamically complex project progressed, modifications to the original agreements are made to minimize cost, expedite progress, and address issues as they are encountered. This change order, to the Dondlinger contract, minimizes project cost, expedites construction, and addresses one of the drainage issues adjacent to the railroad property. Including this change order, the Dondlinger contract has increased by 3.4 %. At the present time, other changes are anticipated to the Dondlinger contract resulting in a final contract amount that is 3.2% above the original contract amount. Although the contract amount for the Dondlinger contract will increase 3.2%, the project will be completed within the project budget.

Item 1. Contractor furnished ballast-cost \$17,889.30
The contract between City and BNSF required the City to reimburse the BNSF for the costs of the ballast. During construction, the BNSF agreed to allow the City to furnish a portion of the ballast through Dondlinger, which netted the City a savings of \$5,724

Item. 2. Contract between City and BNSF required the City to reimburse the BNSF for costs of de-stressing the track rail during construction- cost \$2,466.79
BNSF agreed to allow the City's contractor to perform this work when the BNSF crews were unavailable. This resulted in a net savings to the city of \$2,935.72.

Item 3. Cereal Foods Drainage-cost \$67,512
Drainage problems existed in the area adjacent to the railroad tracks near 17th Street. During the course of the Central Rail Corridor project, a separate storm water drainage project was initiated to install sufficient length of a 5'x 3' drainage structure under the tracks at 17th Street. This allowed a storm water sewer to be constructed to alleviate long standing drainage issues along the railroad right-of-way near 17th.

Financial Considerations: The total cost of the additional work is \$87,868, with the total paid by available project funds. The original contract amount is \$57,444,085. This change order plus previous change orders represents 3.4% of the original contract amount. The change order amount is based on negotiated and bid items.

Original contract amount:	\$57,444,084.60
Previous change order:	1,861,209.67
Change Order No. 13	87,868.09
Total revised contract amount	59,393,161.76

Offsetting the \$87,868.09 increase to Dondlinger, was \$28,750.81 less paid to BNSF, for a net increase of \$59,117.28 increase to the project.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the Change Order No. 13 and authorize the necessary signatures.

Attachment: Change Order No. 13.

To: Dondlinger & Sons Construction Company, Inc.
Change Order No.: 13
Purchase Order No.: 500601
CHARGE TO OCA No.: 715235

Project: Central Corridor RR Separation
Project No.: 87N-0160-01/472-84071
OCA No.: 715235/620431/636143
PPN: 242235/665551/775537

Please perform the following extra work at a cost not to exceed \$87,868.09:

Additional Work: Part A: Construct drainage infrastructure at 17th Street, along with associated grading and paving at Cereal Foods Processors, Inc. Part B: Assist BNSF Railway with final ballast deliveries, track connection and core drilling for track signage.

Reasons for Additional Work: Part A, \$67,512.00: A portion of the 17th Street North Drainage Improvements, Project No. 472-84392, OCA No. 706953, was expedited under a separate contract. This was to allow construction of an underground drainage structure across the railroad right-of-way before new tracks were constructed over it, as part of this contract. This changed the drainage patterns in the area of Cereal Foods Processors, Inc., on the south side of 17th Street, on the east side of the tracks, and would have had a negative impact on Cereal Foods. This change order covers the portion of the work on and adjacent to the railroad right-of-way necessary to accommodate the drainage changes. Cereal Foods granted written permission for a portion of the work to be accomplished on their property, and accepted responsibility for maintenance of the portion. There is a net cost savings for the City. Had the new underground drainage structure not been constructed at this time, the City would have faced the additional future cost of shutting down two mainline railroad tracks and two service tracks for construction of the 17th Street North Drainage Improvements.

Part B, \$20,356.09: Normally on this project, railroad ballast was purchased in bulk form BNSF and delivered by train under a separate Authorization for Expenditure (AFE), or force account agreement, paid directly by the City. Construction of the track crossing at 13th Street required complete closure of 13th Street, and a great deal of coordination to minimize traffic disruption. It was practical in terms of time or cost to use the normal method to provide ballast for this small task, and all ballast previously delivered by BNSF had already been consumed. Instead, 310 ton of ballast that had been reclaimed from the Temporary Main Tract was used. An equitable price was established using cost comparisons to new BNSF granite ballast, and limestone ballast from Dolese Bros. Co., a local supplier. The salvaged ballast was granite, which is far superior to limestone ballast.

Similarly, a special ballast deliver was needed to complete the northernmost 39 feet of the Museum tracks per the Phase 4 plan. In this case 200 tons of ballast that had been reclaimed from the Temporary Main Track was delivered at the unit price preciously established. The Contractor was also requested to deliver and install 30 tons of Dolese #57 limestone yard ballast to improve the walking surface for museum workers.

The timing of the final track connection for new Mainline 2 was very important to BNSF. At the time this critical work needed to be done, BNSF crews were occupied elsewhere, so the Contractor provided assistance on a force account basis, primarily in the final track de-stressing effort.

The opening of Mainline 2 also required installation of some railroad signs. BNSF crews were occupied at the time the work needed to be performed. The Contractor provided the labor and equipment to core drill 3 holes in the asphalt, and then BNSF provided and installed the signs.

In all of the Part B tasks outlined above, the Contractor performed work that would have otherwise been performed by BNSF on a force account basis and billed to the City at higher rates that included herein. Therefore, there was a net cost savings to the City.

Item	Negot'd/Bid	Qty	Unit Price
<u>Extension</u>			
#0060 4" AC Pvmt (2" Bit Base)	Bid	990 sy	10.25
		65	\$10,147.50

#0077 Std Area Inlet	Bid	2,000 ea	4,000.00	\$8,000.00
#0213 Mfg'd Topsoil (Sod Prep)	Bid	30,000 cy	26.00	\$780.00
#0322 Bermuda Grass Sod, RFP 53	Bid	270,000 sy	3.70	\$999.00
#0343 Cereal Foods Pkg Lot, RFP 74	Neg.	1 LS	47,585.50	\$47,585.50
#0344 Reclaimed Temp. Main				
Ballast, RFP 58 & 72	Neg.	510 tn	33.00	\$16,830.00
#0345 Deliver Limestone Yard				
Ballast, RFP 72	Neg.	30,000 tn	35.31	\$1,059.30
#0346 Mainline 2 Final Correction,				
RFP 79	Neg.	1 LS	2,201.79	\$2,201.79
#0347 Core Drill for RR Signs, RFP 80	Neg.	1 LS	265.00	<u>\$265.00</u>
			TOTAL:	87,868.09

CIP Budget Amount: \$61,250,000.00 (715235),
\$235,000.00 (620431); \$275,000.00 (636143)
Consultant: HNTB & TranSystems
Exp. & Encum. To Date: \$59,103,721.22 (715235)

CO Amount: \$87,868.09
Unencum. Bal. After CO: \$2,058,410.69

Original Contract Amt.: \$57,444,084.60

Current CO Amt.: \$87,868.09
Amt. of Previous CO's: \$1,861,209.67
Total of All CO's: \$1,949,077.16
% of Orig. Contract / 25% Max.: 3.4%
Adjusted Contract Amt.: \$59,393,161.76

Recommended By:

Michael G. Jacobs, P.E.
Special Projects Engineer

Date

Approved:

Contractor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

Approved:

Jim Armour, P.E.
City Engineer

Date

Approved:

Chris Carrier, P.E.
Director of Public Works

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of a portion of 5010 East Gilbert Court for the Dry Creek Basin Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: On June 13, 2006, City Council approved a creek channel improvement project to improve stormwater channel conveyance intended to reduce flooding. Several properties, all residential, were identified as being at or below a certain elevation and required for acquisition. In addition, partial acquisition of several properties was required to allow grading and berming along the creek. One such partial acquisition is from the property at 5010 East Gilbert Court. The property is improved with a 1,455 square foot, single-family ranch style house. The project requires 846 square feet of the site along the west property line and impacts trees and landscaping.

Analysis: The acquisition was appraised at \$1,692. The offer of \$1,692 is \$2 per square foot for the proposed 846 square foot acquisition area. The owner accepted this offer.

Financial Considerations: A budget of \$2,192 is requested, consisting of \$1,692 for the acquisition and \$500 for insurance and costs associated with acquisition. The funding source is the Storm Water Utility.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure and flood control in this area.

Legal Considerations: The Law Department approved the real estate agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Brandon and Cassandra Smardo, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to convey to the Buyer a perpetual easement for the following described real property, situated in Sedgwick County, Kansas, to wit:

That part of Lot 6, Replat of Part of Stowell's Addition, Wichita, Sedgwick County, Kansas, described as:

Commencing at the southwest corner of said Lot 6; thence on assumed bearings easterly along the south line of said Lot 6 N89°12'59"E, 8 feet to the east line of a platted 8 foot easement also being the Point of Beginning; thence along said east line of said platted 8 foot easement N00°47'01"W, 61.97 feet to a curve to the right; thence along said curve 7.59 feet with a radius of 42 feet, a chord bearing N04°23'47"E, 7.58 feet to a point 10 feet south of the north line of said Lot 6; thence parallel with and 10 feet south of said north line N89°50'49"E, 23.7 feet; thence S18°36'48"W, 73.42 feet to the point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described easement, the sum of One Thousand Six Hundred Ninety-Two (\$1,692) in the manner following, to-wit: cash at closing.
3. If the Buyer shall require a complete abstract of title certified to date, or a title insurance company's commitment to insure the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record, said title abstract shall be paid 100% by the Buyer. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 19, 2010.
6. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
7. Buyer will pay 100% closing costs; the Seller 0%.

8. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Brandon Basgall

Cassandra Smardo

BUYER:

By Direction of the City Council

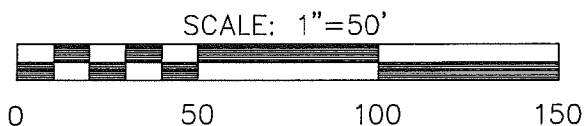
ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk


Approved as to Form:

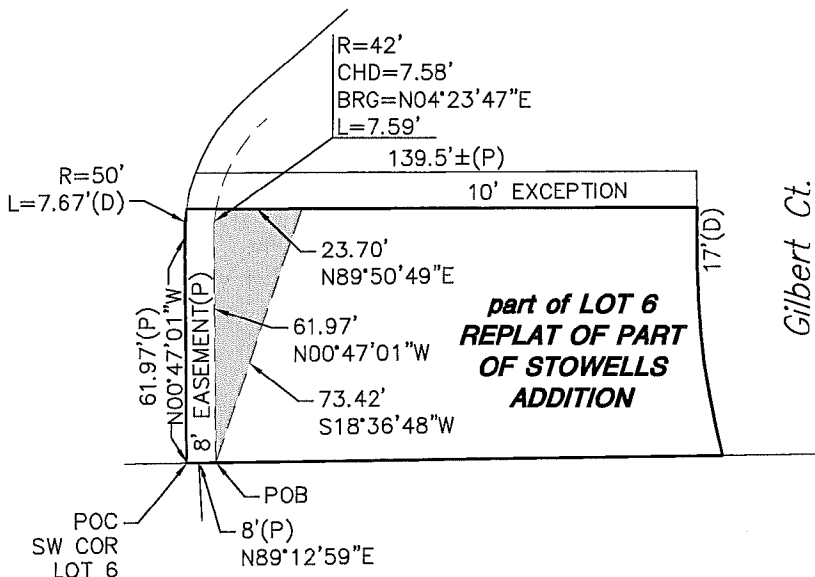
Gary E. Rebenstorf, Director of Law



LEGEND:

POC - Point of Commencement
POB - Point of Beginning
P - Platted Distance
D - Deed Distance

 Permanent Easement
= 846 sq. ft.



LEGAL DESCRIPTION:

Permanent Easement

That part of Lot 6, Replat of Part of Stowell's Addition,
Wichita, Sedgwick County, Kansas, described as:

Commencing at the southwest corner of said Lot 6; thence
on assumed bearings easterly along the south line of said
Lot 6 N89°12'59"E, 8 feet to the east line of a platted 8
foot easement also being the Point of Beginning; thence
along said east line of said platted 8 foot easement
N00°47'01"W, 61.97 feet to a curve to the right; thence
along said curve 7.59 feet with a radius of 42 feet, a chord
bearing N04°23'47"E, 7.58 feet to a point 10.0 feet south of
the north line of said Lot 6; thence parallel with and 10 feet
south of said north line N89°50'49"E, 23.70 feet; thence
S18°36'48"W, 73.42 feet to the Point of Beginning.

Said tract of land contains 846 square feet

Owner:

Basgall, Brandon L &
Cassandra M Smardo
5010 E. Gilbert
Wichita, KS 67218

I:\MAP\2006\06501\dwg\tract map 121509\tract map



MKEC
ENGINEERING
CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

DRY CREEK
LINCOLN ST. TO KELLOGG ST.

PROJECT NAME

TRACT MAP

SHEET TITLE

CWL

DESIGN BY:

DEC. 2009

Jan. 27, 2010 revision

DATE

DSN

DRAWN BY:

06501

JOB NO.

CWL

CHECKED BY:

1 / 1

SHEET/OF



5010 E Gilbert Acquisition Area



	Historic Districts
	Old Town Delano Overlay District
	NO
	YES
	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Historic Sites
	REGIONAL
	STATE/NATIONAL
	STATE
	Historic Environs
	Parks
	Airports
	SDERASTER.S-DEDATA.ORTH-01FT
	SDERASTER.S-DEDATA.ORTH-0
	City Limits
	Andale
	Bel Aire



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition of 5803 Mount Vernon for the Gypsum Creek – Pawnee to Woodlawn Flood Control and Stream Restoration Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 2005-2014 Capital Improvement Program adopted by the City Council includes funding for improving the natural channel of Gypsum Creek between Pawnee and Woodlawn by channel benching. The project requires the acquisition of three parcels along the creek. This will allow for access to the creek and the ability to maintain the creek. The property located at 5803 Mount Vernon is one of the three parcels.

Analysis: 5803 Mount Vernon is improved with a single-family ranch house, built in 1947. The home is comprised of 879 square feet on a 12,477 square foot site. The landowner accepted the appraised offer of \$68,000, or \$77 per square foot. In addition to the purchase price, the seller is eligible for relocation benefits. The house will be razed and the site maintained as open space.

Financial Considerations: \$103,500 is the requested budget for the acquisition of this parcel, which includes \$68,000 purchase price; \$8,000 is estimated as the cost for demolition, \$22,000 for relocation reestablishment, \$3,000 for moving expenses and \$2,500 for closing costs, title insurance and administrative fees. The funding source is General Obligation Bonds repaid by Stormwater Utility Funds.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by improving stormwater conveyance and reducing flood losses.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and; 3) Authorize the necessary signatures.

Attachments: Real Estate purchase agreement and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Mary E. Mellard, a single person and Carla M. Mellard, a single person, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

Lot 4 except East 19 feet and except CCA 55094 SEW, Block J, Reserve Addition.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property the sum of Sixty Eight Thousand Dollars (\$68,000) in the manner following, to-wit: cash at closing.

3. Buyer requires, at its cost, a complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), H.O.W. and interest, if any, shall be adjusted and prorated as of the closing date.

6. Taxes shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are, which Buyer accepts "as is", reasonable wear and tear expected.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 9, 2010.

9. Buyer agrees Seller is eligible for certain reestablishment and relocation costs separate from the purchase price, as set forth in City of Wichita correspondence dated December 8, 2009, attached as exhibit A hereto. Seller's performance obligation hereunder is contingent upon reimbursement funding to Seller at closing in accordance with the price differential determination amounts set forth in said correspondence. Seller hereby agrees that thereestablishment amount is based on the purchase price of the replacement property; Seller shall furnish Buyer with a copy of the real estate agreement of the replacement property

concurrently with this agreement; execute the closing of said replacement property within 3 business days of the closing of the property described in item 1 above; and provide the Buyer with a copy of the fully executed closing statement of replacement property. Seller shall reimburse the Buyer any reestablishment funds paid and not achieved at closing of replacement property.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

11. Buyer will pay 100% closing costs; the Seller 0%.

12. Closing will be held at Security First Title, 434 North Main, Wichita, KS.

13. Buyer and Seller agree date of possession will be no later than 30 days after closing. Extended time will be permitted in 30 day increments at a rental rate of \$525 per month.

14. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder.

B. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

C. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraphs A and B above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

15. Paragraphs 7, 9 & 13 survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Mary E. Mellard

Carla M. Mellard

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



Property Management

December 8, 2009

Mary Mellard
5803 E Mt Vernon
Wichita, KS 67218

Dear Ms. Mellard:

The City of Wichita has made a survey of comparable housing available for occupancy. As a result of this survey, the dwelling located at 1028 S Clifton was selected to establish the upper limit of your price differential payment. Our initial inspection of this dwelling has resulted in no obvious decent, safe, and sanitary deficiencies.

We have determined a price differential payment of \$22,500. This is the maximum allowed under the law. Your payment was computed by subtracting the appraised value placed on your current residence of \$68,000 from the probable selling price of the selected comparable which has been determined to be \$96,000 including specials.

If you acquire a house costing less than \$90,500, the price differential will be adjusted accordingly. If it is necessary to acquire your house by condemnation, the amount of your price differential, if any, will be computed after the final settlement.

If you have a mortgage on your current dwelling, you may be eligible for a mortgage interest differential payment if you obtain a mortgage at a higher interest rate. If you have a mortgage on your current dwelling, please provide us with a copy of your old mortgage, promissory note, and a payoff statement as soon as possible so that we might advise you of your eligibility and the estimated payment based on current market information.

As you may know, you are also eligible for the reimbursement of certain closing costs connected with the purchase of a replacement dwelling and all moving costs.

If you should have any questions, please advise.

Kind regards,


Gerri D. Ford

City Hall • 13th Floor • 455 North Main • Wichita, Kansas 67202-1600
Real Estate Analyst

T 316.268.4237 F 316.268.4519

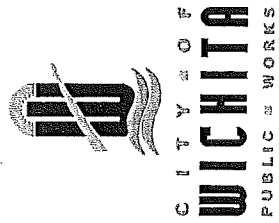
www.wichitagov.org



LEGAL DESCRIPTION:

Lot 4 EXC E 19 feet
& EXC CCA 55094
SEW, Block J, Reserve
Addition

Said tract of land
contains 12,560 S.F. or
.29 Acres more or less

		EXHIBIT "B"
		TRACT MAP
		CITY OF WICHITA STORM WATER MANAGEMENT CITY HALL, 8TH FLOOR WICHITA, KS 67202

C 24915 - Mellard

CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition at 3557 South Saint Francis for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with the Federal Emergency Management Agency (FEMA), whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meets FEMA standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 3557 South Saint Francis. 3557 South Saint Francis consists of multiple parcels totaling 81.83 acres. The property is used as a private outdoor recreation facility. The site is zoned both general commercial and light industrial. Improvements consist of campground facilities, recreational vehicle parking areas, and single-family lodges. None of the improvements will be impacted as a result of the project.

Analysis: A right of access is required along the property line shared with the floodway. This will allow the construction of new property fence and restoration of the adjacent site area. The project requires the removal of approximately 3,300 linear feet of fencing and its replacement with project fencing. In addition, some trees of various sizes will be removed along the fence line. The owner has agreed to accept \$15,000 for the right of entry, loss of trees and new fencing. The existing fence, chain link with cast iron posts, is superior to the project fence, woven wire with T-posts.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$17,000 is requested. This includes \$15,000 for the acquisition and \$2,000 for closing costs, title insurance and administrative fees.

Goal Impact: This transaction is necessary to ensure efficient infrastructure by improving storm water issues in a major residential area.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Accept the agreement and; 3) Authorize the necessary signatures.

Attachments: Access agreement and aerial map.

FLOOD PROTECTION LEVEE RIGHT OF ACCESS

KNOW ALL PERSON BY THESE PRESENTS:

That

Go Lakes, Inc. hereinafter called "Grantor") in consideration of the sum of Fifteen thousand five hundred and no/100 (\$15,000.00) and other good and valuable considerations, to be paid by the City of Wichita, Kansas, the receipt of which is hereby acknowledged by the Grantor, does hereby sell, grant, and convey unto the **CITY OF WICHITA, KANSAS**, a municipal corporation, (hereinafter called "City"), a right of access to and upon the east line of Lot 1, East Robbins Addition to Wichita, Sedgwick County, Kansas, for the purpose of construction, maintenance, repair, of project fencing associated with the prevention, control, mitigation of flood or flood hazards upon or along the Arkansas River or the tributaries thereof. Said right of access shall expire thirty (30) days after completion of project construction adjacent to said East Robbins Addition.

This Right of Access shall be subject to the following terms and conditions:

1. Grantee shall have the right to remove the existing boundary fence and replace same with project fence described as four foot woven wire fencing topped with three strands of barbed wire.
2. Grantee shall restore the perimeter road to its current condition where impacted by project construction.
3. Grantee shall have the right to remove such as underbrush and trees as deemed necessary to facilitate the construction of the project fence.
4. Grantee shall have the future right to repair the boundary fence as necessary as deemed necessary by Grantee.

Grantor does **HEREBY COVENANT** with the City that Grantor holds said real estate described in this Right of Access by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to **WARRANT AND DEFEND** the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Right of Access.

Dated this _____ day of _____, 2010

Robert R. Garlick, President

Tony D. Garlick, Secretary

CITY:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at 1842 South Sedgwick for the Meridian Drainage Outfall Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The Meridian Drainage Outfall project will provide additional storm water drainage for the area bounded by Meridian, Harry, Pawnee and McLean. The project requires the acquisition of easements over several tracts and the total acquisition of two properties. The lawn at 1842 South Sedgwick is impacted as a result of the proposed storm water drainage easement. The proposed acquisition is irregular in shape and consists of 31.6 square feet. No improvements will be impacted.

Analysis: Using the estimated market value of \$0.60 per square foot, the proposed acquisition is valued at \$19. The owner agreed to the proposed acquisition at the established minimum offer of \$100.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$500 is requested. This includes \$100 for acquisition and \$400 for the fees associated with recording and administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the storm water drainage and control through a developed part of the City.

Legal Considerations: The Law Department approved the utility easement as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget and 2) Accept the utility easement.

Attachments: Aerial map, tract map and utility easement.

UTILITY EASEMENT

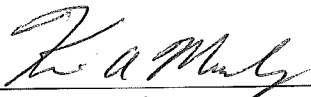
THIS EASEMENT made this 25th day of February, 2010, by and between, Kevin A. Mulvaney, a single person, herein referred to as "Grantor", heirs and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Hundred Dollars and no/100 (\$100.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing stormwater and public utilities over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

Attached as Exhibit A

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such sewer and utilities.

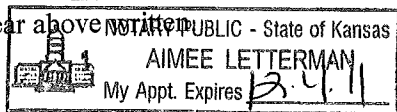
IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.


Kevin A. Mulvaney

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25th day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid came Kevin A. Mulvaney, a single person personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



My Appointment Expires: 12.4.11


Notary Public

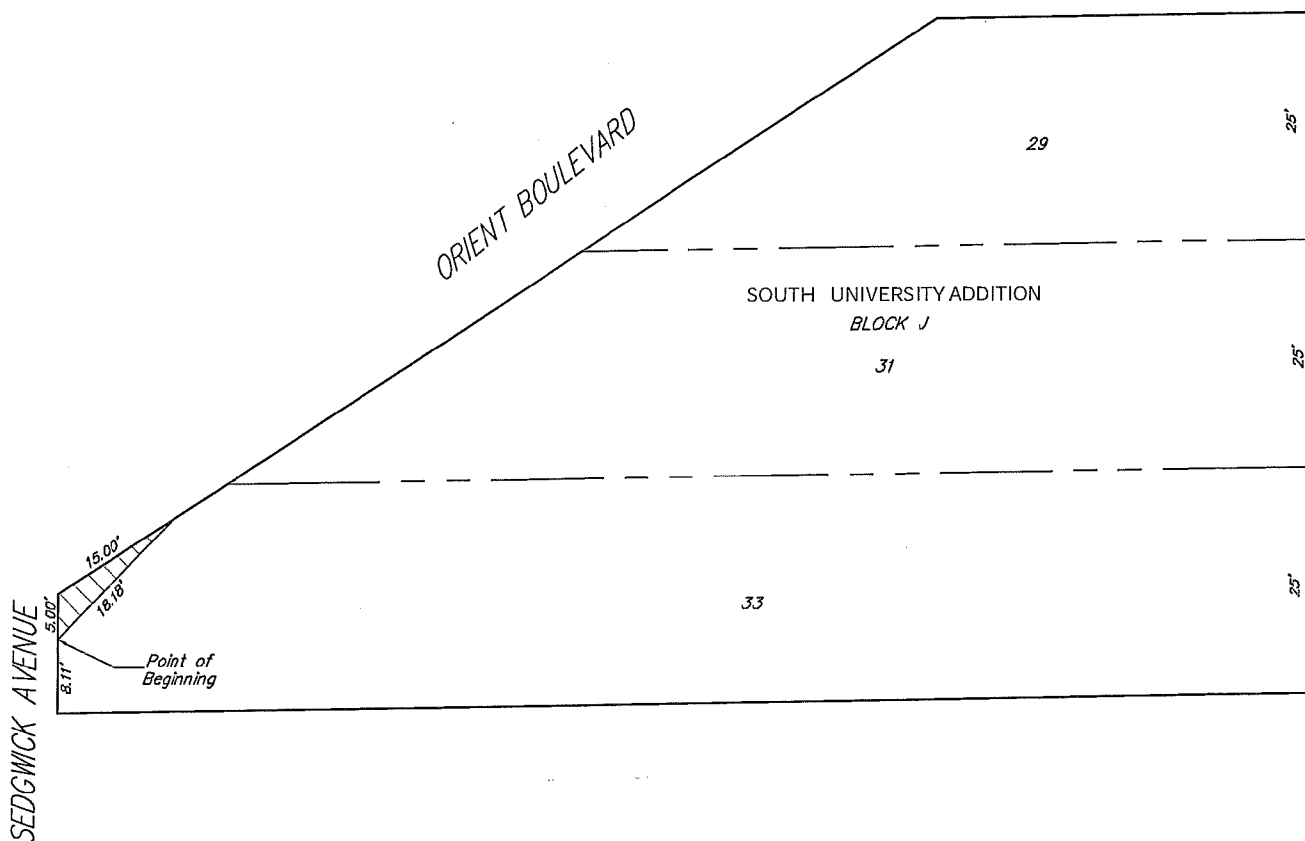
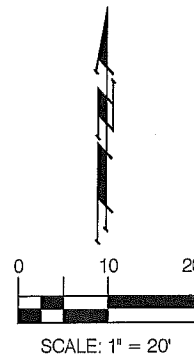
EXHIBIT "A"

LEGAL DESCRIPTION:

A Right-of-Way Aquisition in Lot 33, Block J, South University Addition to Wichita, Sedgwick County, Kansas, Described as Follows:

A portion of Lot 33, Block J, South University Addition to Wichita, Sedgwick County, Kansas described as commencing at the the SW Corner of said Lot 33; thence north along the west line of said Lot 33 a distance of 8.11 feet to the point of beginning; thence continuing north along the west line of said Lot 33 distance of 5.00 feet to a point on the southerly right-of-way of Orient Boulevard; then northeasterly along the southerly right-of-way of Orient Boulevard a distance of 15.00 feet; thence southwesterly a distance of 18.18 feet to the Point of Beginning.

Containing 31.6 Sq. Ft., more or less.



11-16-09

	Baughman Company, P.A.		
	315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149		
Baughman	ENGINEERING SURVEYING PLANNING LANDSCAPE ARCHITECTURE		

Project Number 08-02-E038

E:\eng\Meridian Drainage\Exhibit\Mulvaney.dwg



1842 S. Sedgwick



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Northwest Corner of Spring Lake Road and SW 60th Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the northwest corner of Spring Lake Road and SW 60th Street in Halstead is for a well site. The city has already obtained a pipeline easement from this property to serve the well site. The proposed well site is two acres in size. The parent tract is approximately 80 acres in size and is currently in agricultural production. No improvements will be impacted as a result of the project.

Analysis: The two acre site will be owned and maintained by the City. The seller has agreed to convey the necessary land for the estimated market value offer of \$6,560 (or \$3,280 an acre) for the well site.

Financial Considerations: A budget of \$7,760 is requested; this includes \$6,560 for the acquisition, \$1,200 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available fund of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between, Florene J. Koehn, a single person,(1/2 interest) Kendel J. Koehn and Deanna S. Koehn, husband & wife, an undivided 1/6 interest, as joint tenants; Troy A. Smith and Krista J. Smith, husband & wife, an undivided 1/6 interest, as joint tenants; Keith Barkman & Karlita Barkman, husband & wife, an undivided 1/6 interest, as joint tenants, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Beginning at the Northwest corner (NW/c) of the Southeast Quarter (SE/4), Section Eight (8), Township Twenty-four (24) South, Range Two (2) West; thence East along the North line of said Southeast Quarter (SE/4) for 417.4 feet; thence Southwest to a point on the West line of said Southeast Quarter (SE/4) being 417.4 feet South of the Point of Beginning; thence North along said West line to the Point of Beginning. Said tract contains 2.00 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Six Thousand Five Hundred Sixty Dollars and No Cents (\$ 6,560.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2010.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.


C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:



Florene J. Koehn, a single person, (1/2 interest)

Kendel J. Koehn

Kendel J. Koehn, husband, an undivided 1/6 interest
as joint tenants

Deanna S. Koehn

Deanna S. Koehn, wife, an undivided
1/6 interest, as joint tenants

Troy A. Smith

Troy A. Smith, husband, an undivided 1/6 interest
as joint tenants

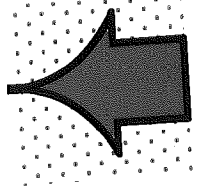
Krista J. Smith

Krista J. Smith, wife, an undivided
1/6 interest, as joint tenants

SEE PG. 4 of 4

Keith Barkman
Keith Barkman, husband, an undivided 1/6 interest
as joint tenants

Karlita Barkman
Karlita Barkman, wife, an undivided
1/6 interest, as joint tenants



BUYER:

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

SEE Pg. 3 of 4


Kendel J. Koehn, husband, an undivided 1/6 interest
as joint tenants

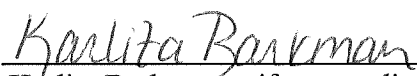
Deanna S. Koehn, wife, an undivided
1/6 interest, as joint tenants

SEE Pg. 3 of 4

Troy A. Smith, husband, an undivided 1/6 interest
as joint tenants

Krista J. Smith, wife, an undivided
1/6 interest, as joint tenants


Keith Barkman, husband, an undivided 1/6 interest
as joint tenants


Karlita Barkman, wife, an undivided
1/6 interest, as joint tenants

BUYER:

ATTEST:

SEE Pg. 3 of 4

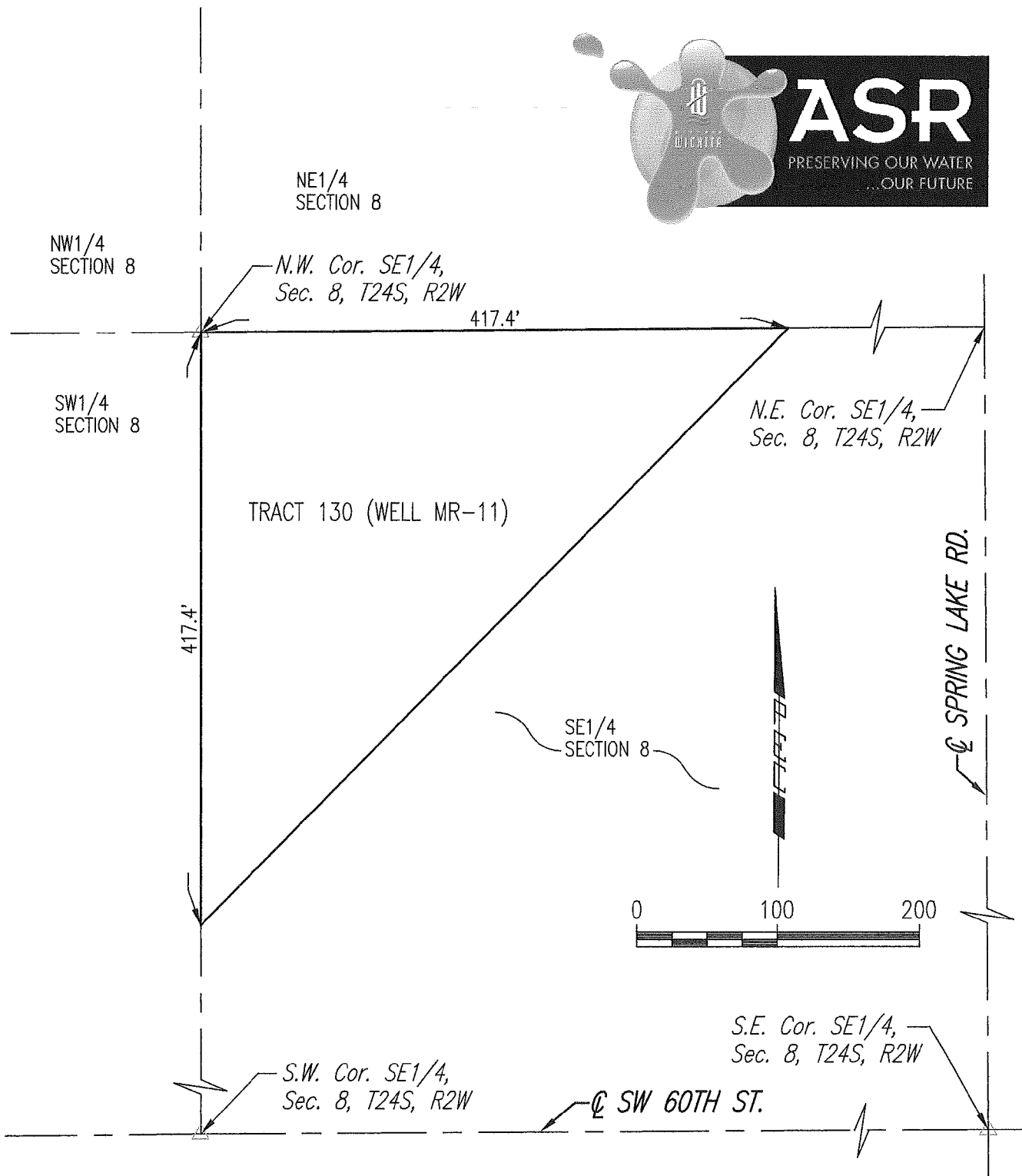
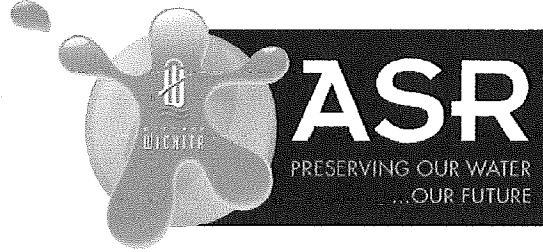
Carl Brewer, Mayor

Karen Sublett, City Clerk

APPROVED AS TO FORM:

SEE Pg. 3 of 4

Gary E. Rebenstorf, Director of Law



Beginning at the Northwest corner (NW/c) of the Southeast Quarter (SE/4), Section Eight (8), Township Twenty-four (24) South, Range Two (2) West; thence East along the North line of said Southeast Quarter (SE/4) for 417.4 feet; thence Southwest to a point on the West line of said Southeast Quarter (SE/4) being 417.4 feet South of the Point of Beginning; thence North along said West line to the Point of Beginning. Said tract contains 2.00 acres, more or less.

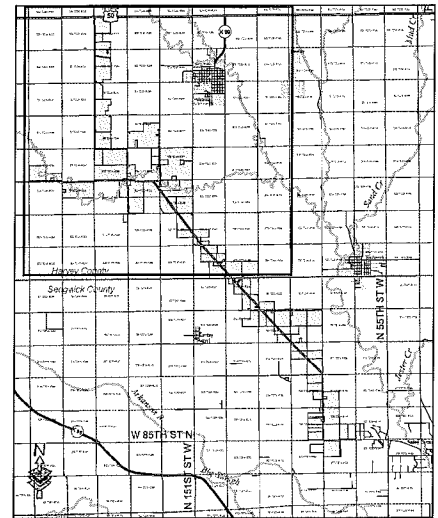


BID PACKAGE 3

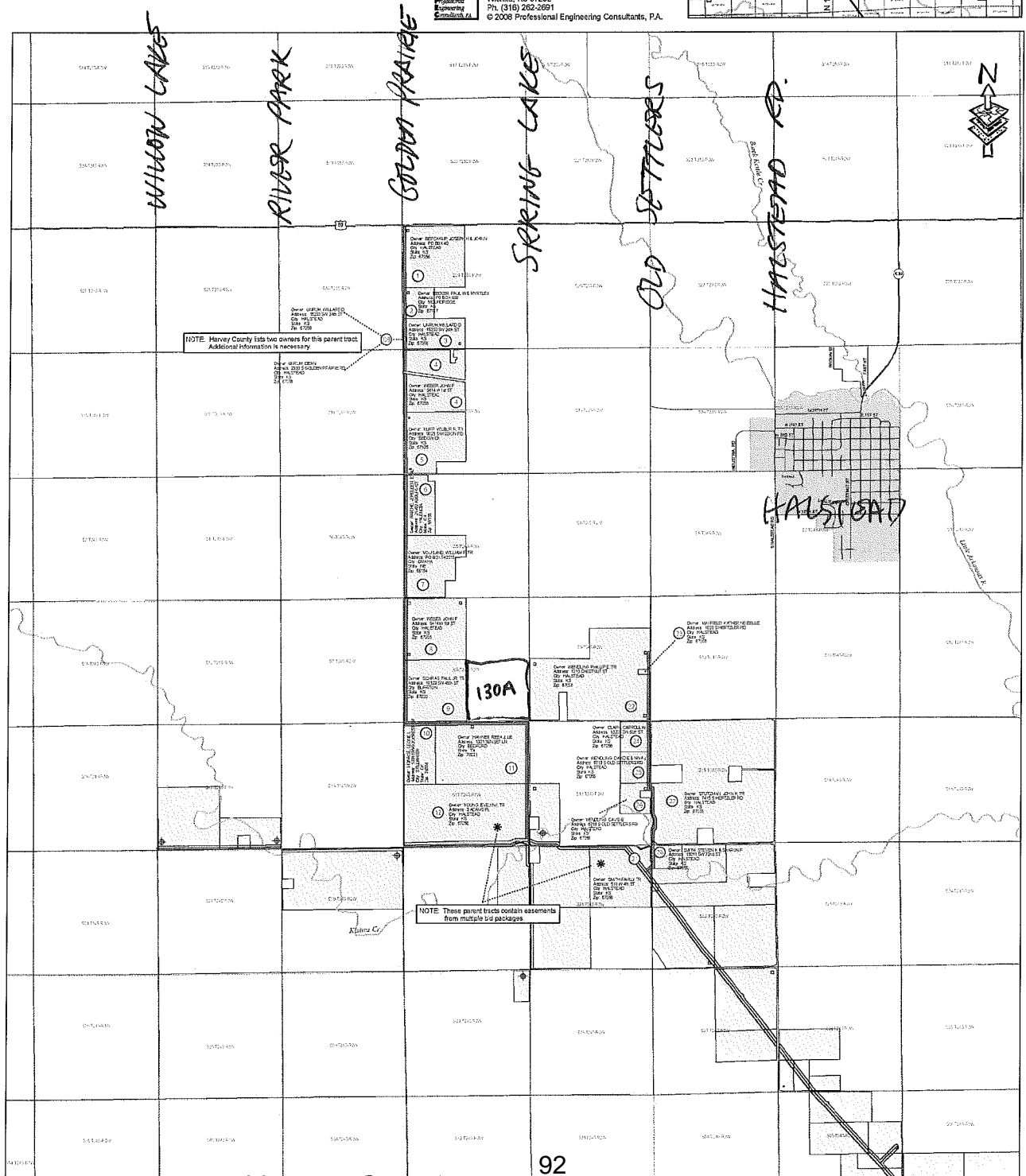
Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR # Well ID Number
- Parent Tract ID Number



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 Last saved 2/2/2009 by SAD
 NAD_1983_StatePlane_Kansas_South_FIPS_1602_Feet
 Projection: Lambert_Conformal_Conic
 Professional Engineering Consultants, P.A.
 303 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2691
 © 2008 Professional Engineering Consultants, P.A.



CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Agricultural Land at the Southeast Side of Spring Lake Road and SW 72nd Street for Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The agricultural site along the southeast side of Spring Lake Road and SW 72nd Street, in Halstead, is impacted by the project. It is necessary to acquire 5.14 acres of permanent easement for a pipeline together with a temporary construction easement consisting of 4.83 acres. The primary use of the property is agricultural use. The homestead site along Spring Lake Road is removed from the project and is not impacted however; a fence and six significant trees are impacted. The land utilized for crop production has an irrigation system which will require alteration to accommodate construction.

Analysis: The proposed easement is 5.14 acres and the proposed temporary easement is 4.83 acres. The seller agreed to accept the estimated market analysis offer of \$26,078, which is comprised of \$6,566 (or \$1,277 an acre) for the pipeline easement, \$2,468 (or \$511 an acre) for the temporary easement, \$3,000 for trees, \$4,425 for the 1,700 linear feet of fencing and to relocate the irrigation stop posts, and \$8,619 as crop damages.

Financial Considerations: A budget of \$26,978 is requested; this includes \$26,078 for the acquisition, \$900 for title work, title insurance, closing costs, administrative fees and recording fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available fund of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Karl F. Krauss Trust, dated January 30, 2001, (undivided ½ interest) and Dorothy M. Krauss Trust, dated January 30, 2001 (undivided ½ interest), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline-Parcel "A") A 40 foot wide strip of land lying on the West or Northwest side of the following described line, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 780.01 feet to the point of beginning, thence S0°22'30"E, parallel with the West line of said Northwest Quarter, for 713.93 feet to a point, thence S74°0'42"W for 742.38 feet to a point, said point being 65 feet East of the West line of said Northwest Quarter, thence S0°22'30"E, parallel with the West line of said Northwest Quarter, for 1732.04 feet, more or less to a point on the South line of said Northwest Quarter, said point being 65 feet East of the Southwest Corner of said Northwest Quarter. EXCEPT road right-of-way. The sidelines of the preceding described strip of land are to shorten or lengthen so as to form continuous lines and to terminate on the South and North lines of the said Northwest Quarter. Said easement contains 2.90 acres, more or less.

TOGETHER WITH:

The South 66 feet of the North 96 feet of the East 1478 feet of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West and Said tract contains 2.24 acres more or less.

Temporary Easement (Construction-Parcel "B") A 50 foot wide strip of land lying on the Southeast side of the following described line, Commencing at the Northwest corner of the Northwest Quarter Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S0°22'30"E for 845.39 feet to the point of beginning, thence N74°0'42"E for 332.92 feet to the point of ending. EXCEPT road right-of-way. The sidelines of the preceding described strip of land are to shorten or lengthen so as to form continuous lines and to terminate on the West line of the said Quarter Section. Said easement contains 0.36 acres, more or less.

TOGETHER WITH:

A 50 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S0°22'30"E for 920.67 feet, thence N89°37'30"E for 65 feet to the point of

beginning, thence N74°0'42"E for 51.92 feet, thence S0°22'30"E for 1746.27 feet to a point on the South line of said Northwest Quarter, thence S89°55'43"W for 50 feet along said South line, thence N0°22'30"W, 65 feet East of and parallel to the West line of said Northwest Quarter, for a distance of 1732.04 feet to the point beginning. Said easement contains 2.00 acres, more or less.

TOGETHER WITH:

A 20 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 720.01 feet to the point of beginning, thence continuing on said North line and bearing a distance of 20 feet, thence bearing S0°22'30"E, parallel with the West line of said Northwest Quarter, for 683.93 feet, thence S74°0'42"W for 20.77 feet, thence N0°22'30"W for 689.70 feet to the Point of Beginning. EXCEPT road right-of-way. Said easement contains 0.30 acres, more or less.

TOGETHER WITH:

A 30 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 780.01 feet to the point of beginning, thence continuing on said North line and bearing a distance of 30 feet, thence bearing S0°22'30"E, parallel with the West line of said Northwest Quarter, for 705.28 feet, thence S74°0'42"W for 31.15 feet, thence N0°22'30"W for 713.93 feet to the Point of Beginning. EXCEPT road right-of-way. Said easement contains 0.47 acres, more or less.

TOGETHER WITH:

The South 50 feet of the North 146 feet of the East 1478 feet of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West. Said tract contains 1.70 acres more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Twenty Six Thousand Seventy-eight Dollars and No Cents (\$26,078.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 19, 2010.

6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.

10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.

11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.

12. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility

whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. The Buyer agrees that the pipe line construction within the subject easements will be done between September 1 and March 31 of the construction year. If construction is not started or completed during the stated time window, compensation for any resulting crop damages due to interrupted irrigation processes will be negotiated between the parties after construction.

15. Paragraphs 6, 9-11, 13 and 14 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Karl F. Krauss

Karl F. Krauss, Trustee

Karl F. Krauss Trust, dated January 30, 2001

Dorothy M. Krauss Trust, dated January 30, 2001
(undivided 1/2 interests)

Dorothy M. Krauss

Dorothy M. Krauss, Trustee

Dorothy M. Krauss Trust, dated January 30, 2001

Karl F. Krauss Trust, dated January 30, 2001
(undivided 1/2 interests)

BUYER:

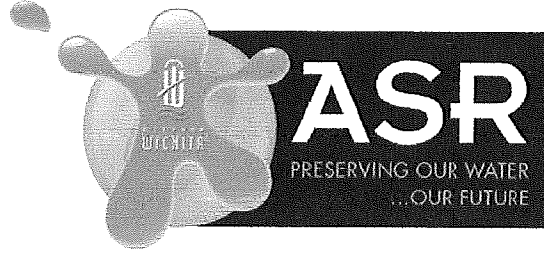
ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

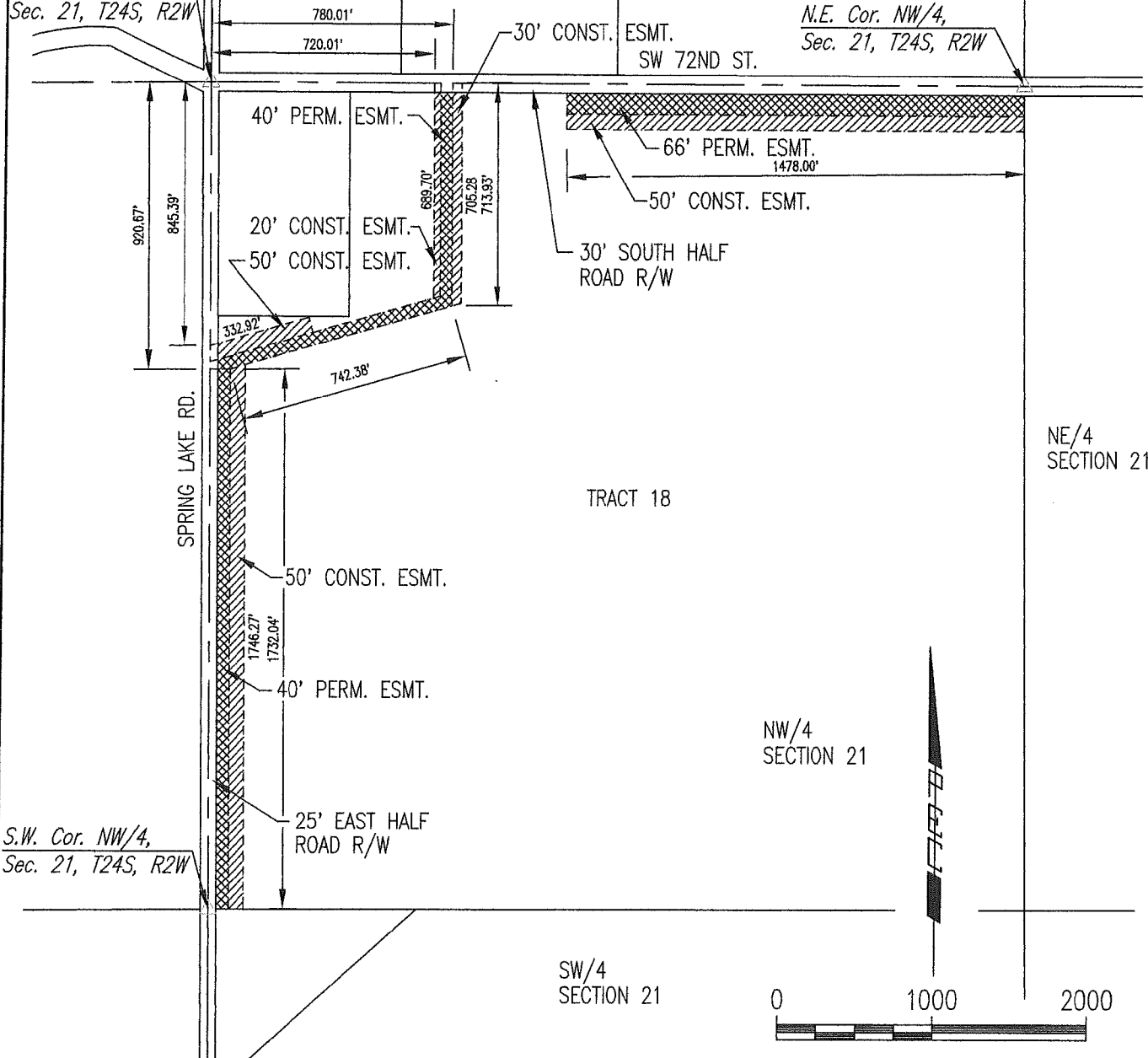
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



N.W. Cor. NW/4,
Sec. 21, T24S, R2W

N.E. Cor. NW/4,
Sec. 21, T24S, R2W



OWNER:
Karl F. Krauss Trust
Dorothy M. Krauss Trust

LEGEND:

- CONSTRUCTION EASEMENT
- EASEMENT





PERMANENT EASEMENT:

A 40 foot wide strip of land lying on the West or Northwest side of the following described line, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 780.01 feet to the point of beginning, thence S0°22'30"E, parallel with the West line of said Northwest Quarter, for 713.93 feet to a point, thence S74°0'42"W for 742.38 feet to a point, said point being 65 feet East of the West line of said Northwest Quarter, thence S0°22'30"E, parallel with the West line of said Northwest Quarter, for 1732.04 feet, more or less to a point on the South line of said Northwest Quarter, said point being 65 feet East of the Southwest Corner of said Northwest Quarter. EXCEPT road right-of-way. The sidelines of the preceding described strip of land are to shorten or lengthen so as to form continuous lines and to terminate on the South and North lines of the said Northwest Quarter. Said easement contains 2.90 acres, more or less.

TOGETHER WITH:

The South 66 feet of the North 96 feet of the East 1478 feet of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West and Said tract contains 2.24 acres more or less.

CONSTRUCTION EASEMENT:

A 50 foot wide strip of land lying on the Southeast side of the following described line, Commencing at the Northwest corner of the Northwest Quarter Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S0°22'30"E for 845.39 feet to the point of beginning, thence N74°0'42"E for 332.92 feet to the point of ending. EXCEPT road right-of-way. The sidelines of the preceding described strip of land are to shorten or lengthen so as to form continuous lines and to terminate on the West line of the said Quarter Section. Said easement contains 0.36 acres, more or less.

TOGETHER WITH:

A 50 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence South along the West line of said Northwest Quarter on an assumed bearing of S0°22'30"E for 920.67 feet, thence N89°37'30"E for 65 feet to the point of beginning, thence N74°0'42"E for 51.92 feet, thence S0°22'30"E for 1746.27 feet to a point on the South line of said Northwest Quarter, thence S89°55'43"W for 50 feet along said South line, thence N0°22'30"W, 65 feet East of and parallel to the West line of said Northwest Quarter, for a distance of 1732.04 feet to the point beginning. Said easement contains 2.00 acres, more or less.

TOGETHER WITH:

A 20 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 720.01 feet to the point of beginning, thence continuing on said North line and bearing a distance of 20 feet, thence bearing S0°22'30"E, parallel with the West line of said Northwest Quarter, for 683.93 feet, thence S74°0'42"W for 20.77 feet, thence N0°22'30"W for 689.70 feet to the Point of Beginning. EXCEPT road right-of-way. Said easement contains 0.30 acres, more or less.

TOGETHER WITH:

A 30 foot wide strip of land more particularly described as follows, Commencing at the Northwest corner of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West of the Sixth PM, Harvey County, Kansas, thence East along the North line of said Northwest Quarter on an assumed bearing of S89°51'54"E for 780.01 feet to the point of beginning, thence continuing on said North line and bearing a distance of 30 feet, thence bearing S0°22'30"E, parallel with the West line of said Northwest Quarter, for 705.28 feet, thence S74°0'42"W for 31.15 feet, thence N0°22'30"W for 713.93 feet to the Point of Beginning. EXCEPT road right-of-way. Said easement contains 0.47 acres, more or less.

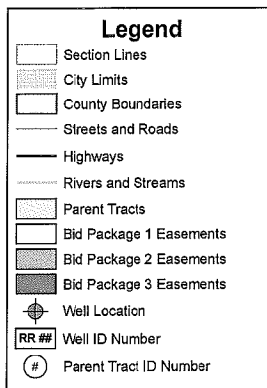
TOGETHER WITH:

The South 50 feet of the North 146 feet of the East 1478 feet of the Northwest Quarter of Section Twenty-one (21), Township Twenty-four (24) South, Range Two (2) West. Said tract contains 1.70 acres more or less.



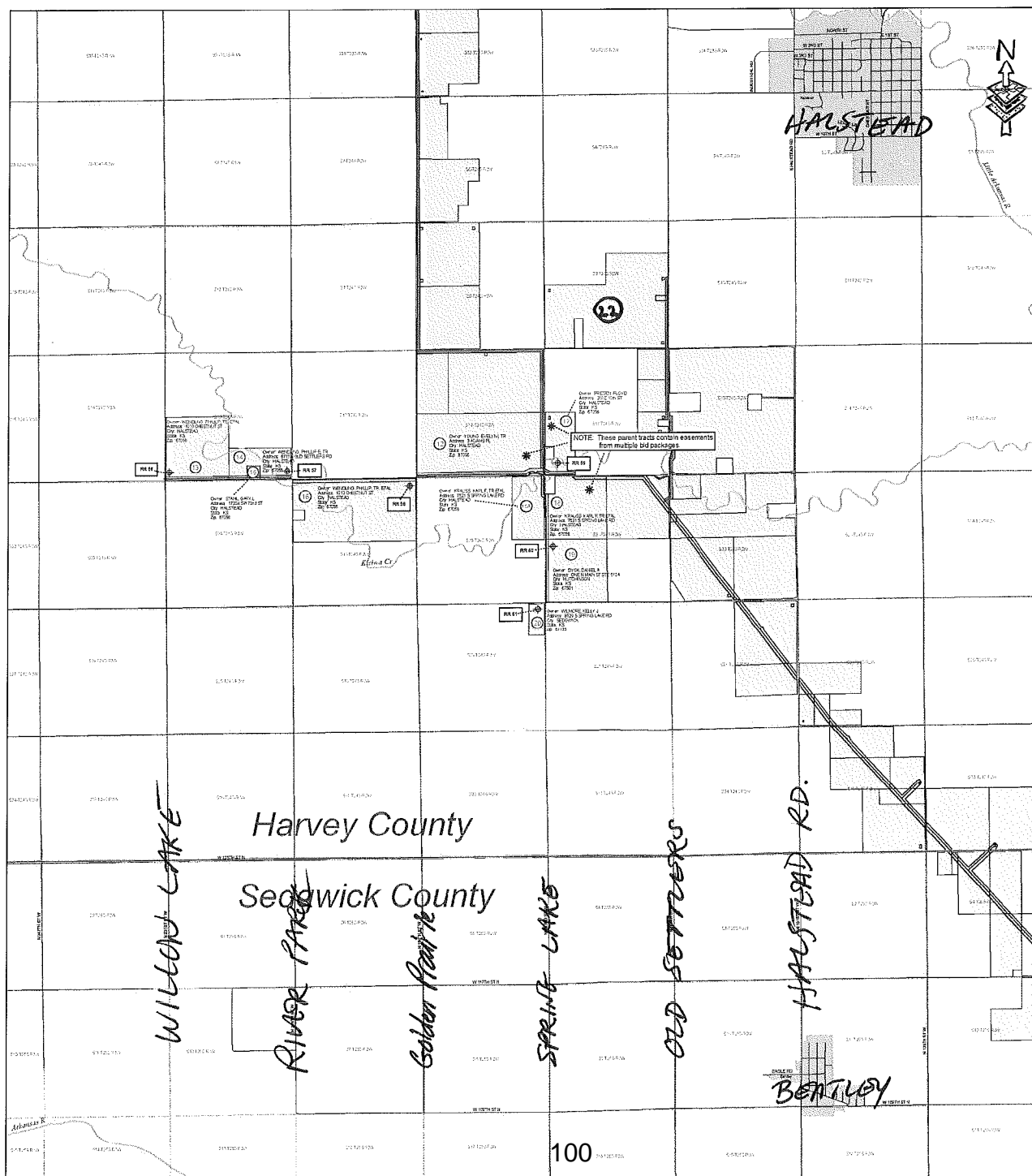
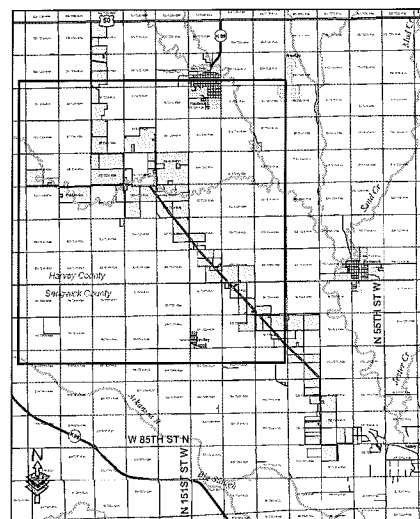
BID PACKAGE 2

Property Acquisition Map



Q:\2007\07689\Brent\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 12/2/2009 by SAG
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Foot
 Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
 303 S. Topeka
 Wichita, KS 67202
 Ph. (316) 262-2691
 © 2008 Professional Engineering Consultants, P.A.



CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Southwest Corner of Willow Lake Road and SW 72nd Street for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the southwest corner of Willow Lake Road and SW 72nd is for a pipeline easement to serve a well in the area. The proposed easement is 2.56 acres together with a 1.94 acre temporary easement during construction. No improvements will be impacted as a result of the project.

Analysis: The estimated market value for the 2.56 acre permanent easement and 1.94 temporary easement is \$3,002. The seller has agreed to convey the necessary land for the estimated market value offer of \$3,002, or \$900 an acre for the permanent easement, and \$360 an acre for the temporary easement.

Financial Considerations: A budget of \$3,952 is requested; this includes \$3,002 for the acquisition, \$950 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available fund of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and aerial map.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between Schwarz Family Revocable Trust, dated March 11, 1991, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") All of the West 66 feet of the East 96 feet of the North 1720 feet of the East Half of the Northeast Quarter of Section Twenty-three (23), Township Twenty-four (24) South, Range Three (3) West of the 6th PM, Harvey County, Kansas. EXCEPT road right-of-way. Said easement contains 2.56 acres more or less.

Temporary Easement (Construction – Parcel "B") All of the West 50 feet of the East 146 feet of the North 1720 feet of the East Half of the Northeast Quarter of Section Twenty-three (23), Township Twenty-four (24) South, Range Three (3) West of the 6th PM, Harvey County, Kansas. EXCEPT road right-of-way. Said easement contains 1.94 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Three Thousand Two Dollars and No Cents (\$3,002.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 12, 2010.

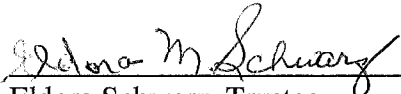
6. The Seller agrees to convey the above described premises with any and all personal property removed from within the easement area(s). Seller further agrees that any maintenance and use of said easement shall be in a manner that does not interfere with or endanger the construction, operations and maintenance of Buyer's improvements.

7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. In the event there are crop damages outside the easement area during construction or, crop damages resulting from the Buyer's other maintenance, operation, replacement or repairs to the pipeline, the Seller hereby agrees to file a claim with the City of Wichita, KS, City Clerk's Office, 455 North Main, Wichita, KS 67202, (316)268-4529.
10. Buyer and Seller hereby agree that Buyer, contractors and assigns will remove, store and reinstall topsoil removed from the easement corridor as a result of construction. Said topsoil, separate from bedding soil, will be temporarily stored within a temporary construction easement.
11. Buyer hereby agrees that the finished grade will match the existing grade as it currently exists upon completion of the project.
12. Site Assessment
 - A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.
 - B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.
 - C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.
13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.
14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Leo M. Schwarz, Trustee
Schwarz Family Revocable Trust
dated March 11, 1991



Eldora Schwarz, Trustee
Schwarz Family Revocable Trust
dated March 11, 1991

BUYER:

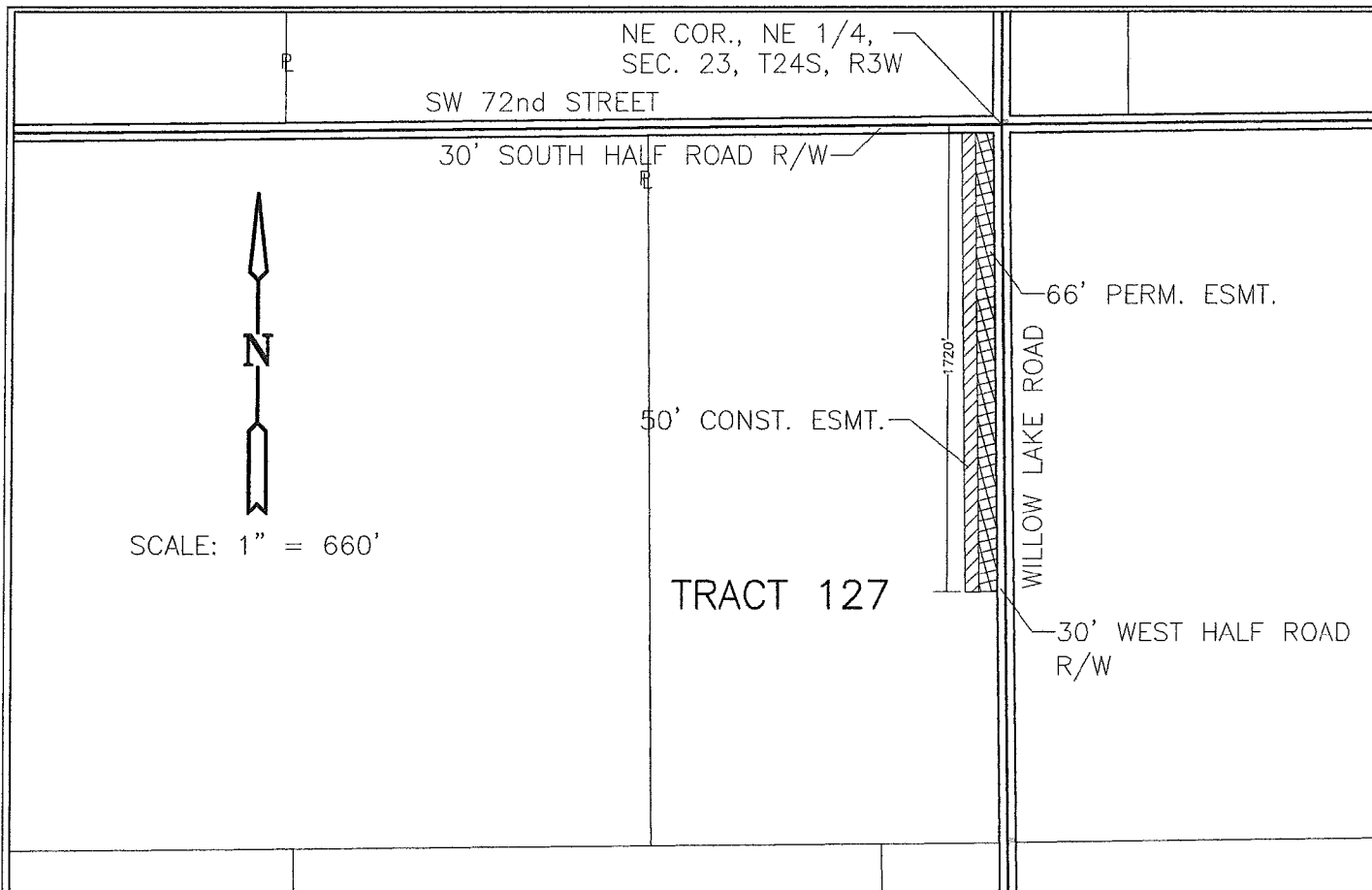
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



EASEMENT:

All of the West 66 feet of the East 96 feet of the North 1720 feet of the East Half of the Northeast Quarter of Section Twenty-three (23), Township Twenty-four (24) South, Range Three (3) West of the 6th PM, Harvey County, Kansas. EXCEPT road right-of-way. Said easement contains 2.56 acres, more or less.

CONSTRUCTION EASEMENT:

All of the West 50 feet of the East 146 feet of the North 1720 feet of the East Half of the Northeast Quarter of Section Twenty-three (23), Township Twenty-four (24) South, Range Three (3) West of the 6th PM, Harvey County, Kansas. EXCEPT road right-of-way. Said easement contains 1.94 acres, more or less.

LEGEND:



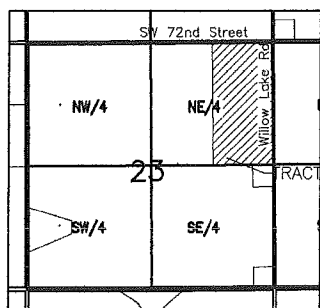
Construction Easement



Easement

OWNER:

SCHWARZ FAMILY RE. TR.



LOCATION



CDM

Camp Dresser & McKee
546 Riverview, Ste. 520
Wichita, KS 67203
Tel: (316) 680-6700
consulting • engineering • construction • operations



POE & ASSOCIATES, INC.
CONSULTING ENGINEERS

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

SW 72ND TRANSMISSION MAIN
PROJECT NAME

TRACT 127
SHEET TITLE

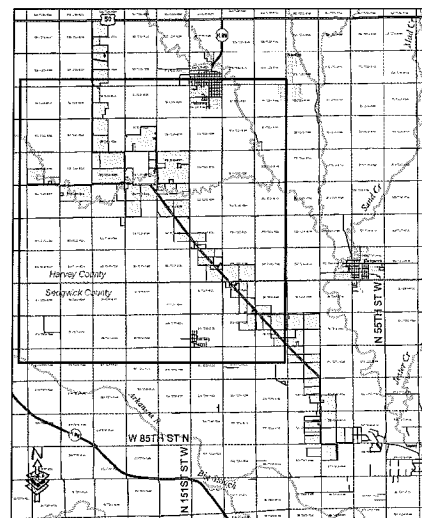
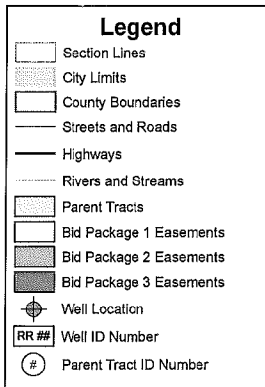
JGP MLT WPF
DESIGN BY DRAWN BY CHECKED BY:

SEPTEMBER 2009 788013 1 / 1
DATE JOB NO. SHEET / OF



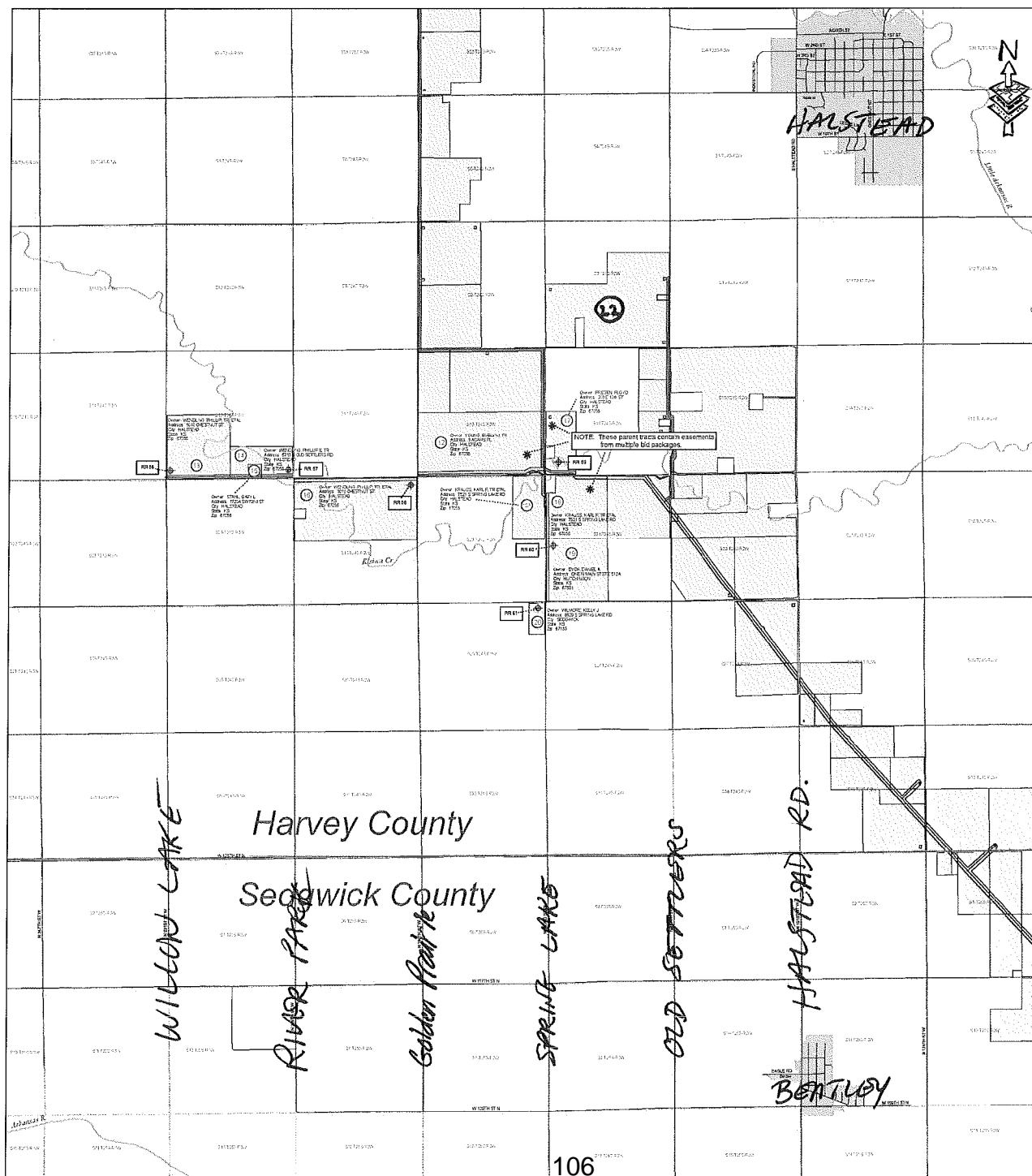
BID PACKAGE 2

Property Acquisition Map



C:\2007\07655\Brent\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 2/2/2009 by SLD
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
 Projection: Lambert_Conformal_Conic

Professional Engineering Consultants, P.A.
 303 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2661
 © 2008 Professional Engineering Consultants, P.A.





**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for February 2010
DATE: March 5, 2010

The following claims were approved by the Law Department during the month of February 2010.

Simon, Tom	\$984.13
Van Nover-Herron, Elizabeth	\$649.92

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Resolution Considering a Public Hearing on a Second Amendment of the Exchange Place Redevelopment Project Plan (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Adopt the resolution stating the City is considering a second amendment of the Exchange Place Project Plan and set a public hearing date.

Background: On May 8, 2007, the City Council adopted an ordinance establishing a redevelopment district in the area between English Street, First Street North, Broadway Avenue and Main Street, for the purpose of allowing the use of tax increment financing (TIF) to pay a portion of the costs of constructing redevelopment projects in that area. On July 24, 2007, the City Council adopted the Exchange Place Project Plan. On January 6, 2009, the City Council approved an amendment to the TIF Project Plan and Development Agreement. Since that time, Exchange Place, LLC (“Developer”) has made substantial changes to the redevelopment project, and has requested an amendment to the TIF Project Plan and Development Agreement in order to proceed with the project. Amendment of TIF project plans require holding a new public hearing at a time and place set by resolution by the City Council.

Analysis: The Exchange Place Project Plan and Development Agreement approved by the City Council called for construction of a multi-level parking structure and conversion of two vacant high-rise buildings into a condominium complex consisting of 91 residential condo units, residential parking spaces and ground floor retail space.

The January 6, 2009 amendment included the City purchasing additional property, the Bitting Building (107 North Market), using TIF funds, and conveying it to the Developer. The 91 residential condominiums in the Exchange Place Building were replaced with a total of 201 apartments in both the Exchange Place and Bitting buildings. The developer may choose, at a later time, to convert the apartments into residential condominiums. The new Project Plan also increased the number of spaces in the parking garage from 175 to 229. The project area was increased to include the Bitting Building. The additional property acquisition and larger parking garage increased the proposed TIF-funded development costs from approximately \$6.2 million to \$9.3 million.

The Developer has recently made additional changes to the project due to structural issues, construction costs related to the parking garage, additional improvements needed for a pedestrian sky bridge between buildings, and repairs to the sidewalks around the project area. The developer increased the number of apartments from 201 to 230 units, and increased parking spaces from 229 to 298. The additional costs related to the changes increased the TIF eligible development costs from \$9.3 million to \$11.8 million.

The proposed increase in the amount of TIF funding, and additional infrastructure improvements, require amendment of the TIF Project Plan. Under state law, TIF project plan amendments require public hearings, which must be set by resolution and published on two consecutive weeks in the City’s official

newspaper. The date proposed for a public hearing and consideration of amendments to the Exchange Place Project Plan and Development Agreement is April 13, 2010.

Financial Considerations: The TIF-bond financing structure calls for the issuance of general obligation bonds, which are paid by TIF revenues generated by the redeveloped property within the TIF district and additionally secured by the City's full faith and credit.

Goal Impact: Economic Vitality and Affordable Living, Quality of Life, Core Area and Neighborhood. Redevelopment of blighted and declining areas is needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The attached resolution, setting a public hearing for April 13, 2010, has been reviewed by the Department of Law and approved as to form.

Recommendation/Action: It is recommended that City Council adopt the resolution setting a public hearing on April 13, 2010, to consider amendments to the Exchange Place Project Plan, and direct the City Clerk to cause the Resolution to be published on March 26, 2010 and April 2, 2010.

Attachment(s): Resolution Stating the City of Wichita is considering a second amendment of the Project Plan for the Exchange Place Project and exhibits.

Published in the Wichita Eagle on March 26 and April 2, 2010

Resolution No. 10-073

**A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING
A SECOND AMENDMENT OF THE EXCHANGE PLACE PROJECT
PLAN FOR THE CENTER CITY SOUTH REDEVELOPMENT
DISTRICT.**

WHEREAS, the City, by Resolution No. R-07-167 adopted March 13, 2007, set a hearing to consider a redevelopment district plan which identifies proposed redevelopment areas and proposed buildings and facilities to be constructed or improved; and

WHEREAS, by Ordinance No. 47-475 passed May 8, 2007, and published May 11, 2007, the City of Wichita (the "City") established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act"), known as the Center City South Redevelopment District (the "Redevelopment District"); and

WHEREAS, the City, proposed to undertake a Redevelopment Project within the Center City South Redevelopment District consisting of a multi-story parking structure and conversion of two vacant buildings into a condominium complex consisting of residential condominium units, residential parking spaces, ground floor retail space and related public improvements as set out in the Exchange Place Project Plan; and

WHEREAS, in accordance with the provisions of the Act, a public hearing was held on July 17, 2007, on the Exchange Place Project Plan dated June 7, 2007 (the "Project Plan"); and

WHEREAS, the City, by Ordinance No. 47-526 passed on July 24, 2007, adopted the Project Plan for the Exchange Place Project; and

WHEREAS, the City, proposed an amendment to the Exchange Place Project to increase the size of the project area and increase the amount of the Reimbursable Expenditures, as defined in the Project Plan, from \$6,180,000 to \$9,270,000, plus actual interest and financing costs; and

WHEREAS, in accordance with the provisions of the Act, a public hearing was held on December 16, 2008, on an amendment to the Exchange Place Project Plan; and

WHEREAS, the City, by Ordinance No 48-150 passed on January 6, 2009, adopted an amendment to the Exchange Place Project Plan; and

WHEREAS, the boundaries of the Redevelopment District are set forth by a map in **Exhibit A** and a narrative description of the project area in **Exhibit B** attached hereto; and

WHEREAS, a requested second amendment to the Exchange Place Project Plan has been submitted to the City by The Lofts at Exchange Place, LLC and Douglas Avenue Parking Garage, LLC to pay for improvements to a pedestrian skybridge and sidewalk repair; and increase the amount of the Reimbursable Expenditures, as defined in the Exchange Place Project Plan, from \$9,270,000 to \$11,860,000 plus actual interest and financing costs; and

WHEREAS, any substantial change, as defined in the Act, to the Exchange Place Project Plan is subject to a public hearing following publication of notice thereof at least twice in the official City newspaper;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City of Wichita is considering a second amendment of the Exchange Place Project Plan for the Center City Redevelopment District.

2. The City of Wichita will hold a public hearing to consider the amendment of the Exchange Place Project Plan on the 13th day of April, 2010, at 9:00 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas.

3. The governing body will consider making findings and taking action necessary for the amendment of the Exchange Place Project Plan at the public hearing set to be heard herein.

4. A copy of the proposed amendment is available for inspection during the regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas.

5. This Resolution shall be published twice in the official City newspaper.

ADOPTED this 23rd day of March, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

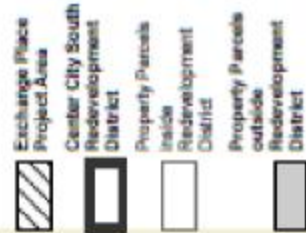
APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT "A"

Center City South Redevelopment District

City of Wichita, Kansas



Software: ArcGIS 9.3
Hardware:
Printer: Xerox 7200DN
Map Data Source:
Property Parcels
provided by
Sedgewick County GIS
Road Centerlines
provided by
City of Wichita

Wichita, August 19, 2009, 4:30:27 PM
X:\projects\project\city\arcgis\Map_Center_City_South.aprx
The information on this map is for informational purposes only. It is not intended to be used for any other purpose. The City of Wichita is not responsible for any errors or omissions on this map. The City of Wichita is not responsible for any damages or losses resulting from the use of this map.

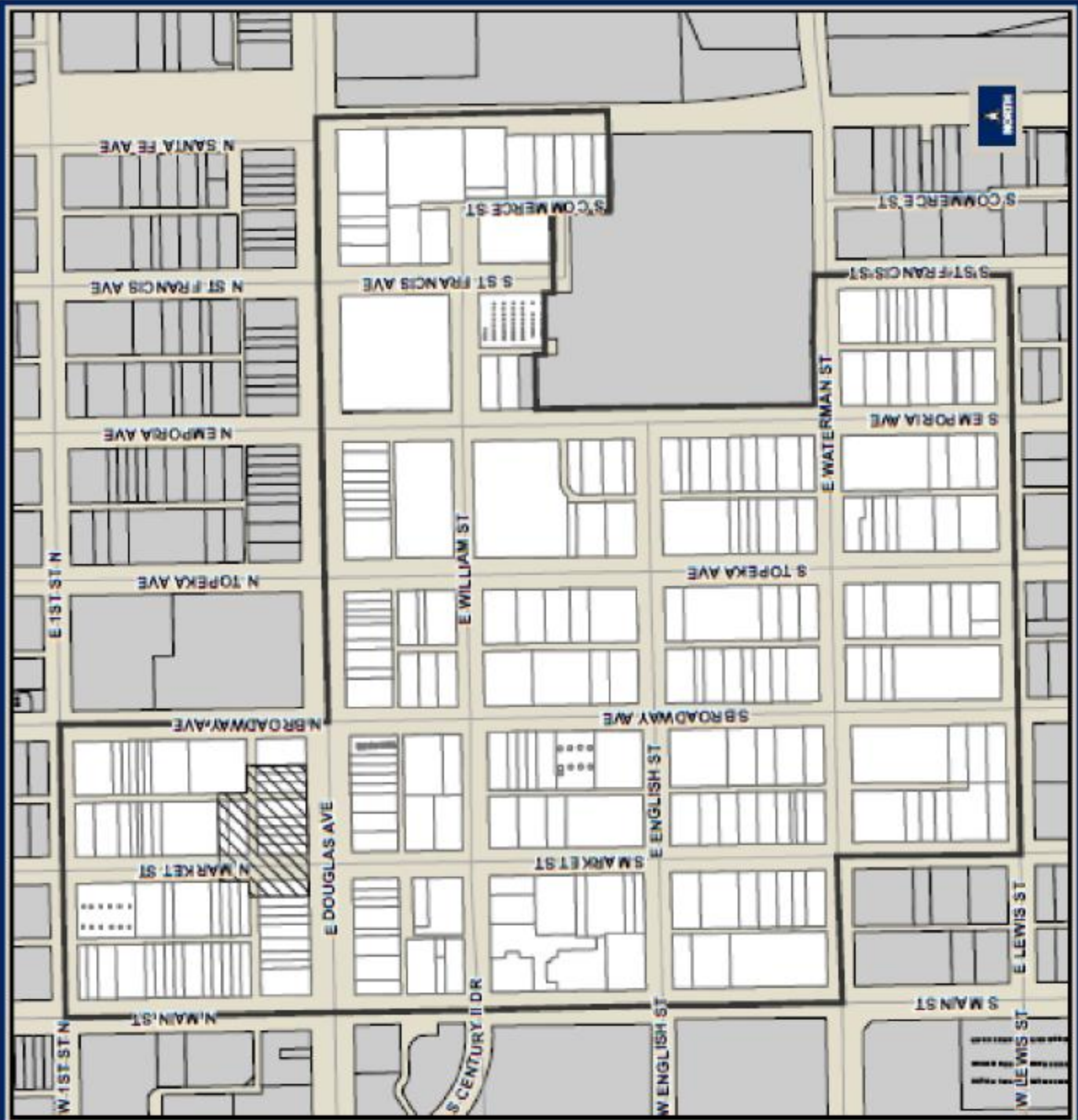
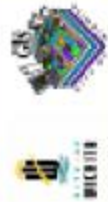


Exhibit B

Legal Description of the Exchange Place Project Area

Lots 14, 16, 18 and the south .20 ft of lot 20 on Market Street in Griffenstein's Original Town Addition, the east 20 ½ ft of lot 106 and all of lots 108, 110, 112, 114, 116, 118, 120, 122, 124 and 126 on Douglas Avenue in Griffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Sale of Remnant Properties at 532, 538 and 544 South Edgemoor (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: The City acquired the properties at 532, 538 and 544 South Edgemoor in 2001 for the East Kellogg Improvement Project at Woodlawn. At the time of acquisition, the three properties were improved with single-family residences. These parcels are zoned Two-Family. The improvements were razed to accommodate for the widening of Woodlawn. There is approximately 14,200 square feet of land total and outside of the right of way boundaries. The City will retain 30 feet as road right of way. The City Council declared the properties surplus on November 20, 2007 and the properties have been marketed as available surplus since.

Analysis: The buyer offered \$15,000 (or \$1.05 per square foot) for the three lots. The buyer will construct a single-family residence on the assemblage.

Financial Considerations: The City will receive cash consideration for the sale of the property, less 3% commission, 50% of the closing costs, and any marketing costs. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

Goal Impact: The sale of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the Real Estate Purchase Contracts and authorize all necessary signatures.

Attachments: Real estate agreement and aerial.

REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this 4 day of MARCH, 2010 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and, Carlos A. Conde and Lucio Luna, single persons, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit: Lots 2, 3 and 4, Englewood Addition to the City of Wichita, Sedgwick County, Kansas except the west 30 feet thereof.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in the manner following to-wit: cash at closing
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2010.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for

brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

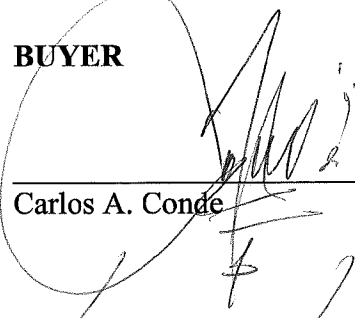
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for ~~trade~~^{sale} for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
 - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
 - B. The presence or absence of any contamination by any hazardous substance;
 - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
 - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
 - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
 - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
 - A. Adult Book and Video Stores
 - B. Community Correctional Facilities
 - C. Half-way Houses
 - D. Drug or Alcohol Rehabilitation Facilities
 - E. Multi-game, Casino-style Gambling Facilities
 - F. New or Used Car Sales
 - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.
16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property with a modular home for residential occupancy and related uses. If the

Buyer fails to initiate development of the property for said uses within twelve (12) months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.

17. Buyer shall be allowed one drive to the premises.
18. Buyer shall present details of the future use of the site to the Seller for Seller's approval prior to closing. Seller shall have the right to approve the user, site plans, landscaping and other items as deemed important. If Seller does not approve of the details as presented, Buyer shall have the right to modify the proposal. If an agreement cannot be reached as to the acceptability of the proposal, this contract shall be null and void, with Buyer and Seller relieved of all liability hereunder.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER



Carlos A. Conde



Lucio Luna

SELLER

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Agency Disclosure:

Seller is not represented by a Realtor/Real Estate licensee
Selling Broker/Licensee is functioning as a Designated
Buyer Agent

Seller & Buyer acknowledge receipt of the Real Estate
Brokerage Relationship brochure.

EXCLUSIVE BUYER AGENCY AGREEMENT

1. **THIS AGREEMENT** is between Buyer: Charles H. Carter & Linda Carter
and Brokerage (Broker): Wichita Area Association of REALTORS. By this Agreement the Buyer retains and appoints the Broker as Buyer's Exclusive Agent to assist Buyer in the procurement of property and to negotiate terms and conditions acceptable to the Buyer for the procurement of certain property as generally described in this Agreement.

2. **BUYER DESIRES TO PURCHASE REAL PROPERTY**, which meets the following description:

Type: ✓ Residential Investment Vacant Land Commercial

Approximate price range \$ 10,000.⁰⁰ to \$ 15,000.⁰⁰

General location: Wichita

Preferred terms: CASH

3. **TERM OF AGREEMENT:** This agreement shall begin 1-26, 20 10 and continue until midnight 5-, 20 10. In the event of termination, compensation due Broker shall be subject to provisions of paragraph 4.

4. **COMPENSATION:** Whenever possible, and to the extent possible, Broker's fee in the amount of 3 % of the purchase price shall be paid from the proceeds of the transaction. To the extent the Broker's fee is not paid from such proceeds, Buyer shall pay the balance.

Broker's fee is deemed earned and payable if Buyer, or any person acting for Buyer, purchases or exchanges any property of the nature described herein during the Agreement term, whether through services of Broker or otherwise. The fee is also deemed earned if Buyer, or any person on Buyer's behalf, purchases or exchanges any property exposed to Buyer by Broker within 30 days after termination of this Agreement. However, Buyer shall not be obligated to pay such compensation if a valid Exclusive Buyer Agency Agreement is entered into during the term of said protection period with another licensed real estate broker and the purchase or exchange of the property is made during the term of said protection period.

If a Contract to Purchase Real Estate is entered into and fails to close, with no fault on the part of Buyer, Buyer shall be relieved of any obligation to pay the fee described herein. If such transaction fails to close because of the fault of the Buyer, Broker's fee will not be waived, but will be payable immediately by the Buyer.

5. **PERFORMANCE OF BROKER:** Broker agrees to perform the terms of this Agreement, promote the interest of the Buyer with the utmost good faith, loyalty, fidelity, and present all offers, counteroffers and back-up offers in a timely manner. The Buyer agrees that Broker shall not be obligated to seek other property, or present them to Buyer, after Buyer has entered into a Contract to Purchase.

6. **ACKNOWLEDGEMENT OF POTENTIAL FOR BROKER TO ACT AS TRANSACTION BROKER:** Buyer acknowledges that Broker may have clients who have retained Broker to represent them as a Seller in the sale of property. If Buyer becomes interested in making an offer on a Seller client's property, then the Broker would be in a position of representing both Buyer and Seller in that transaction unless Designated Agents have been appointed pursuant to paragraph 7. Such representation would constitute dual agency, which is illegal in Kansas. With the

informed consent of both Buyer and Seller, Broker may act as a Transaction Broker. As a Transaction Broker, Broker would assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

Buyer consents to Broker acting as a Transaction Broker, subject to both Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by Buyer prior to writing an offer to purchase the property, and by Seller prior to signing the purchase contract.

(please choose by initialing one) AA Yes CC No

7. DESIGNATED AGENT RELATIONSHIP: A Designated Agent is a real estate licensee affiliated with a Broker who has been designated by the Broker, or the Broker's duly authorized representative, to act as the Agent of a Broker's buyer or seller client to the exclusion of all other affiliated licensees.

A. If a Designated Agent is not appointed to represent Buyer, Buyer understands that although a Designated Agent is not appointed to represent Buyer, another licensee with the brokerage firm may act as a Designated Agent for a seller in whose property Buyer is interested. If another licensee with the brokerage firm acts as a Designated Agent for a seller in Buyer's purchase of Seller's property, Buyer understands:

1. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
2. The Designated Agent for the Seller will perform all of the duties of a Seller's Agent and will be the Seller's legal agent to the exclusion of all other licensees in the brokerage firm.
3. All other licensees affiliated with the firm will represent Buyer in the purchase of Seller's property and will perform all of the duties of a Buyer's Agent.

Buyer consents to a Designated Agent for a Seller in Buyer's purchase of the Seller's property.

(please choose by initialing one) _____ Yes _____ No AA N/A (see paragraph B)
CC

B. If a Designated Agent is appointed to represent Buyer, Buyer understands:

1. The Designated Agent will perform all of the duties of a Buyer's Agent and will be Buyer's legal agent to the exclusion of all other licensees in the brokerage firm.
2. Another licensee with the Brokerage firm may act as a Designated Agent for the Seller in the purchase of Seller's property.
3. The supervising Broker (or branch Broker, if applicable) will act as a Transaction Broker and will not advocate for the interests of either party and will not, without prior consent of both parties, disclose any information or personal confidences about a party, which might place the other party at an advantage. The supervising Broker (or branch Broker, if applicable) may appoint an affiliated licensee to act in the transaction as a Transaction Broker.
4. If the Designated Agent for Buyer is also the Designated Agent of a Seller in whose property Buyer is interested, the Designated Agent cannot represent both Buyer and Seller. With the informed consent of both Buyer and Seller, the Designated Agent may act as a Transaction Broker and assist the parties with the real estate transaction without being an agent or advocate for the interests of either party.

5. If a buyer client of a Designated Agent wants to see a property, which was personally listed by the

supervising Broker, the supervising Broker, with the written consent of Seller, may specifically designate an affiliated licensee who will act as a Designated Agent for Seller.

Buyer consents to a Designated Agent relationship.

(please choose by initialing one)

LL Yes _____ No _____ N/A
CC

If applicable, Broker or Broker's authorized representative hereby designates Lynn G. Fortner to act as Designated Agent on Buyer's behalf.

Buyer consents to the above-named Designated Agent acting as a Transaction Broker in the event the Designated Agent is also the Designated Agent for the Seller, subject to both Buyer and Seller signing a Transaction Broker Addendum to their agency agreement with Broker, which must be signed by Buyer prior to writing an offer to purchase the property, and by the Seller prior to signing the purchase contract.

(please choose by initialing one)

LL Yes _____ No _____ N/A
CC

8. **BROKER WILL DISCLOSE** to the Buyer all adverse material facts actually known by the Broker and advise the Buyer to obtain expert advice as to material matters known by the Broker but the specifics of which are beyond the Broker's expertise. Broker shall account in a timely manner for all money and property received, comply with all requirements of the Brokerage Relationships in Real Estate Transactions Act of Kansas and comply with any applicable federal, state and local laws, rules and regulations and ordinances, including fair housing and civil rights statutes, rules and regulations. The Broker will keep all information about the Buyer confidential unless disclosure is required by statute, rule or regulation or failure to disclose would constitute fraudulent misrepresentation. No cause of action for any person shall arise against Broker for making any required or permitted disclosure. Broker will disclose to potential sellers all adverse material facts actually known by the Broker, including but not limited to material facts concerning the Buyer's financial ability to perform the terms of the transaction.

9. **OTHER POTENTIAL BUYERS** may consider, make offers on, or purchase through Broker the same or similar properties as Buyer seeks. Buyer consents to Broker's representation of such potential buyers before, during and after the expiration of this Agreement. In such a situation, Broker will not disclose to either buyer the terms of the other's offer.

10. **DISCLOSURE OF BROKER'S ROLE:** At the time of initial contact, Broker shall inform all prospective sellers and their agents with whom Broker negotiates pursuant to this Agreement, that Broker acts on behalf of a buyer. Buyer authorizes Broker to cooperate with other brokers and share any compensation due under this Agreement.

11. **BUYER'S IDENTITY:** Unless otherwise requested in writing, Broker may disclose Buyer's identity to prospective sellers and their agents.

12. **SERVICES OBTAINED FROM OUTSIDE SOURCES:** Broker shall not obtain or order products or services from outside sources unless Buyer agrees in writing to pay for the same immediately when payment is due. Examples of such products or services would include, but are not limited to, surveys, soil tests, title reports, engineering studies, and inspections.

13. **PERSONAL AND FINANCIAL INFORMATION:** Buyer agrees to provide Broker, upon request, with relevant personal and other financial information to assure Buyer's ability to acquire property of the character and quality

described above. Buyer agrees to inform other real estate licensees and sellers that Buyer is a party to this Exclusive Buyer Agency Agreement.

14. **THE PARTIES SHALL NOT DISCRIMINATE** against any prospective seller or lessor because of the race, color, religion, sex, handicap, familial status, or national origin of such person.

15. **ATTORNEY'S FEES:** In the event of litigation concerning the rights of Buyer or Broker pursuant to this Agreement, the parties agree that the Court shall award reasonable attorney's fees and court costs to whichever party shall prevail in such action, to the extent allowed by law.

16. **INDEMNIFICATION:** Buyer agrees to indemnify and hold harmless Broker from any loss or damage arising out of this Agreement, provided Broker is not at fault, including but not limited to attorney's fees reasonably incurred by Broker. Broker is not responsible for accuracy or extent of information relative to any property and Buyer shall satisfy himself with respect thereto.

17. **NONASSIGNMENT OF AGREEMENT:** Buyer and Broker understand and agree that the relationship created by this Agreement cannot be assigned without the consent of all parties.

18. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. There shall be no modification of this Agreement unless in writing and signed by all parties.

CAREFULLY READ THE TERMS BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

Buyer hereby certifies receipt of the "Real Estate Brokerage Relationships" brochure and a copy of this Agreement.

<u>SunGroup Inc (David Sundgren)</u> Brokerage (Broker)	<u>Lucia Luna</u> Buyer	<u>01/26/10</u> Date
<u>[Signature]</u> By (Agent)	<u>[Signature]</u> Buyer	<u>01-26-10</u> Date
<u>121 N. Main El Dorado</u> Broker's Address	<u>1703 N Lorraine St Wichita, KS 67214</u> Buyer's Address	<u>(316) 761 9036</u> HomePhone
<u>(316) 321-6107</u> Broker's Phone	<u>(316) 6942018</u> Work Phone	<u>(316) 761 9037</u> HomePhone
<u>lfsterner@gmail.com</u> Agent's e-mail	<u>lucia.luna@hotmail.com / carlos-conde-osung@hotmail.com</u> Buyer's e-mail	

Approved by Legal Counsel of the Wichita Area Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that its use is appropriate for all situations. Copyright September 2007



Surplus - 500 Block of South Edgemoor



☐ Identified Features

☐ Property Parcels

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Parks

Airports

SDEASTER.S-DEDATA.ORTH-01FT

SDEASTER.S-DEDATA.ORTH-0

☐ City Limits

Andale

Bel Aire

Bentley

Cheney

Clearwater

Colwich

Derby

Eastborough

Garden Plain

Goddard

Haysville

Kechi

Maize

Mount Hope



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY OF WICHITA
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the Heartland Preparedness Center Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: The City of Wichita and Sedgwick County have entered into an agreement with the Federal government to develop a centralized facility for National Guard and Army Reserve use. The site is located on City owned land east of I-135 and south of the Union Pacific railroad rail line. The City's commitment to the project includes development of access to the site, along with a variety of other infrastructure improvements.

Analysis: As part of the Heartland Preparedness Project, sufficient access must be provided to the site. After reviewing several alternatives, it was determined that the safest and most efficient method would be to develop a road along the south side of the railroad right of way from Hillside to the proposed site. This access can be easily controlled, does not impact the adjoining neighborhood and does not require crossing the rail corridor. Development of this access will require the acquisition of four properties from two owners. At Hillside, a parcel south of the rail corridor as well as a small commercial building located on the railroad right of way must be acquired from one owner. Immediately west of this parcel, a ten-foot wider strip adjacent to an industrial building and an area of undeveloped land are required from a second owner. Eminent domain has been approved for these tracts. Subsequently, it was determined that a temporary easement was required from the westerly owner. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and, as agreements are reached, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with general obligation bonds.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving access to the proposed facility.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire this property.

Recommendation/Action: It is recommended that the City Council adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property, and direct the City Attorney to file the appropriate proceedings in District Court to accomplish such acquisition.

Attachments: Aerials and condemnation ordinance.

ORDINANCE NO. 48-699

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE HEARTLAND PREPAREDNESS CENTER PROJECT IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the development of the Heartland Preparedness Center in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A 10' Temporary Construction Easement described as follows:

COMMENCING at the northwest corner of Lot 1, Block A, North University Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S00°00'00"W, along the West line of said Lot 1, a distance of 10.53 feet to the **POINT OF BEGINNING**; Thence Bearing N71°43'12"E, parallel with the northerly line of said Lot 1, a distance of 472.20 feet to a point on the North line of said Lot 1; Thence Bearing S89°41'45"E, along said North line, a distance of 31.38 feet; Thence Bearing S71°43'12"W, a distance of 505.25 feet to a point on the West line of said Lot 1; Thence Bearing N00°00'00"E, along said West line, a distance of 10.53 feet to the **POINT OF BEGINNING**.

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; **PROVIDED**, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 6th day of, April 2010.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

I, James L. Armour, a licensed engineer in the State of Kansas, have reviewed the plans, to date, for the construction and improvement associated with the Heartland Preparedness Project in the City of Wichita, Kansas and determined that the following tracts of land are needed for the construction of the improvements contemplated for such expansion:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

A Tract of Land in the Northeast Quarter of the Southeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., including all of the land in said quarter section lying South of the North right-of-way line of the Union Pacific Railroad (formerly Missouri Pacific Railroad), being more particularly described as follows:

BEGINNING at the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 34; thence with an assumed bearing of N89°41'45"W, on the South line of said Northeast Quarter, a distance of 632.3 feet to the point of intersection with said North Right-of-Way line; thence Northeasterly on said north right-of-way line a distance of 669 feet, more or less, to the point of intersection with the East line of said Northeast Quarter; thence S0°00'00"W on said East line, a distance of 220.6 feet, more or less, to the **POINT OF BEGINNING**, said tract containing 1.601 acres more or less, 1.155 acres, more or less, is Union Pacific Railroad (formerly Missouri Pacific Railroad) Right-of-Way, Sedgwick County, Kansas.

EXCEPT road right of way and **EXCEPT** that portion previously deeded to the City of Wichita and recorded by the Sedgwick County Register of Deeds at Film 1569, Page 1179, said exception described as follows: Beginning at the northeast corner of Lot 1, Block A, North University Addition to Wichita, Sedgwick County, Kansas, thence East along the North line of said Lot 1 extended 20 feet; thence North, parallel with and 40 feet West of the East line of the Southeast Quarter of Section 34, Township 26 South, Range 1 East to the South Right-of-Way line of the Union Pacific Railroad; thence southwesterly along said South line to a point 60 feet West of the East line of said Quarter Section; thence South, parallel with and 60 feet West of said East line to the Point of Beginning and

The improvements associated with the above tract located on the railroad right of way adjacent to the above tract on the north and

A 10' wide strip of land described as follows:

BEGINNING at the northwest corner of Lot 1, Block A, North University Addition to Wichita, Sedgwick County, Kansas; Thence Bearing N71°43'12"E, along the North line of said Lot 1, a distance of 439.16 feet to a P.I. in said North line; Thence Bearing S89°41'45"E, along said North line, a distance of 31.38 feet; Thence Bearing S71°43'12"W, a distance of 472.20 feet to a point on the West line of said Lot 1; Thence Bearing N00°00'00"E, along said West line, a distance of 10.53 feet to the **POINT OF BEGINNING** and

That part of the Southeast Quarter of the Southeast Quarter of Section 34, Township 26 South, Range 1 East of the 6th P.M., lying north of the north mean high bank of the East

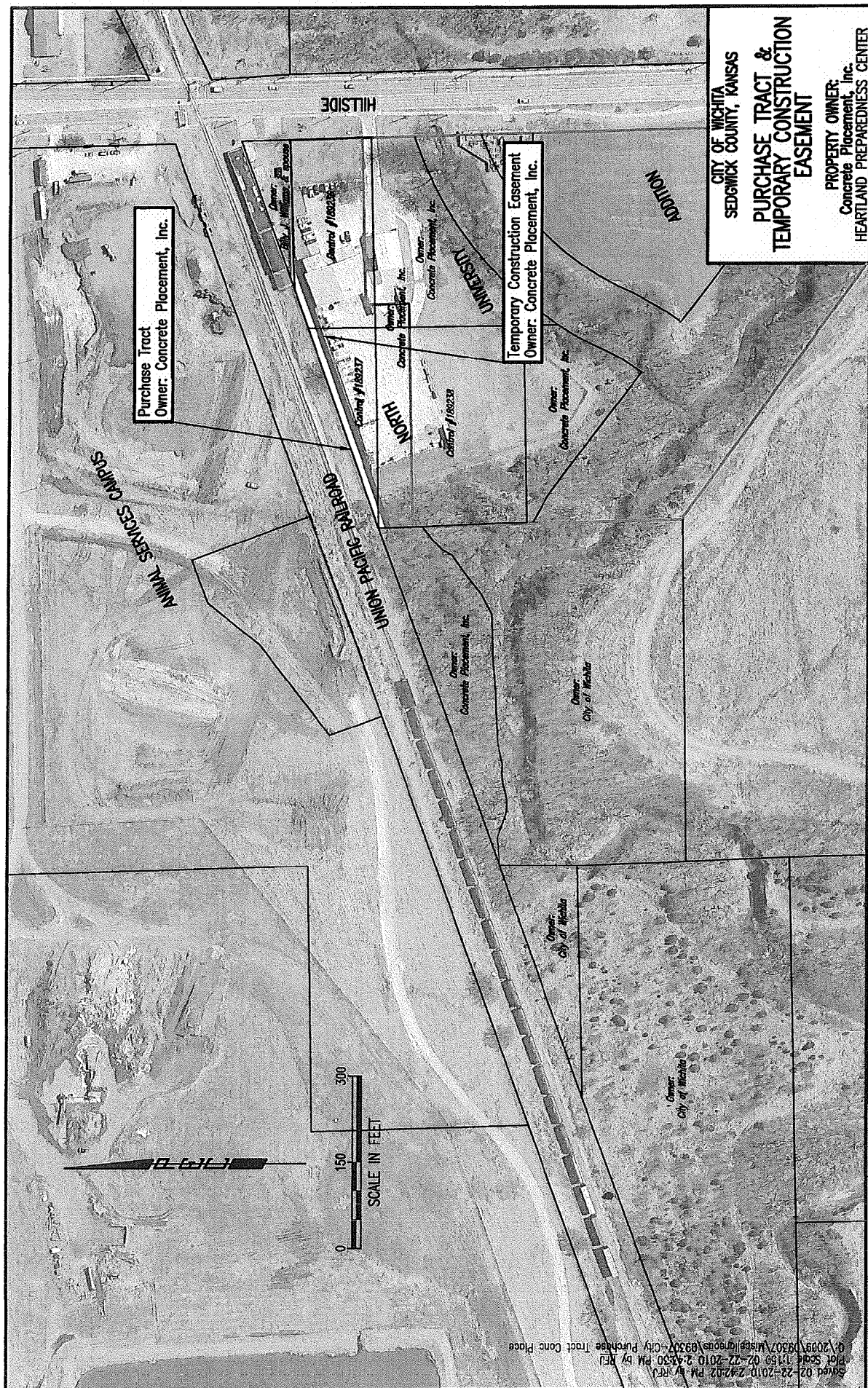
Branch of Chisholm Creek, lying south of the Union Pacific Railroad (formerly Missouri Pacific Railroad) Right-of-Way and lying west of the West line of the North University Addition to Wichita, Sedgwick County, Kansas and

A temporary construction easement associated with the construction of improvements associated with the above referenced project described as follows:

COMMENCING at the northwest corner of Lot 1, Block A, North University Addition to Wichita, Sedgwick County, Kansas; Thence Bearing S00°00'00"W, along the West line of said Lot 1, a distance of 10.53 feet to the **POINT OF BEGINNING**; Thence Bearing N71°43'12"E, parallel with the northerly line of said Lot 1, a distance of 472.20 feet to a point on the North line of said Lot 1; Thence Bearing S89°41'45"E, along said North line, a distance of 31.38 feet; Thence Bearing S71°43'12"W, a distance of 505.25 feet to a point on the West line of said Lot 1; Thence Bearing N00°00'00"E, along said West line, a distance of 10.53 feet to the **POINT OF BEGINNING**.

The areas needed are illustrated on the attached diagrams.

James L. Armour, PE, LLS



**City of Wichita
City Council Meeting
March 23, 2010**

T0: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the resolution authorizing the filing of the grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2010 capital purchases and transit operations (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). The authorized total federal apportionment for Fiscal Year 2010 is \$3,100,946. Transit staff held a public hearing on February 24, 2010, with no adverse comments. Section 5307 funds are 80% federal and 20% local match.

Analysis: The proposed resolution authorizes funding to support the following:

- Maintenance, including personnel costs, vehicle overhauls, parts, and equipment;
- Special Services, including ADA operating expenses, and purchased services;
- Planning and training activities;
- Pass-through funding for urbanized area operators (Sedgwick County) for planning and preventive maintenance; and
- Capital cost of contracting to provide local social service agencies support for providing Wichita Transit customer rides.

Financial Considerations: The total grant budget is \$4,176,183; federal share is \$3,100,946. The local share will be split between the City of Wichita (\$645,237), KDOT (\$400,000), and other local, non-City of Wichita funds (\$30,000).

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the resolution authorizing the filing of the grant application.

Attachments: Resolution.

RESOLUTION NO. 10-074

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2010 SECTION 5307 PROJECTS

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: capital, including capital cost of contracting, purchase, and installation of new ventilation system for the Transit Operations Center and security services needed; planning activities, including short-range transit planning and general planning functions; preventive maintenance and ADA nonfixed-route service operating funds; and pass-through funding for urbanized area operators (Sedgwick County) for planning and preventive maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on March 23, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
March 23, 2010**

TO: Mayor and Members of the City Council

SUBJECT: Library Knight Foundation Wireless Project

INITIATED BY: Library/IT Departments

AGENDA: Consent

Recommendation: Approve the grant fund.

Background: In the fall of 2009, the Wichita Public Library Foundation received a \$122,500 grant award from the John S. and James L. Knight Foundation to establish wireless hotspots within all Wichita Public Library locations, to expand public computing through the addition of twenty laptop computer workstations, to create a portable technology lab to allow hands-on training classes to be held in branch libraries, and to update and expand the Library's technology training curriculum.

Analysis: Since receipt of the grant award, a project plan has been created with specifications for equipment and network purchases that ensure consistency and compatibility with Information Technology (IT) Department standards in order to create efficiencies in support and maintenance. The project is now ready to move into an implementation stage. Staff has determined that the best method of providing this consistency is by making equipment purchases under master contracts used by the IT department. On March 3, the Library Foundation Board of Directors approved a transfer of grant funds to the City in order to allow these purchases to be completed. This action was affirmed by the Library Board of Directors on March 16, 2010.

Financial Considerations: \$64,133 of the Knight Foundation grant award will be transferred from the Wichita Public Library Foundation into a Wichita Public Library grant fund to be established by the Department of Finance. The grant will be used to purchase laptop computers and networking equipment and includes required administrative fees for grants managed by the City.

Goal Impact: Expanding public computing capacity and initiating wireless access within Library locations will increase the City's return on investment in its library system and contribute to the quality of life for citizens.

Legal Considerations: Although these master contracts are not available to the Library Foundation for use, the City Purchasing Office confirms that these contracts are available to the Library and can be used when purchasing is initiated through the City.

Recommendation/Action: It is recommended that the City Council authorize creation of a grant fund to enable the necessary equipment purchases.

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (Districts I, II, III, IV & VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot cleanup costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050 and 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments.

Attachments: Property List for Special Assessment

Weed Mowing	Address / Location	Amount	District No.
B-14980	1214 E Mona - V/L	\$738.67	3
B-07148	1307 E Orme	\$680.47	1
C-03254	1745 N Chautauqua - V/L	\$406.00	1
C-50789	1909 S Shiloh	\$593.45	2
C-02919	1224 N Volutsia - V/L	\$555.40	1
C-11919	2109 E 9th St - V/L	\$389.05	1
B-06044	2137 S Washington Ave	\$597.10	3
C-09996-001A	1742 N Poplar	\$717.10	1
D-09581	4629 W 2 ND ST	\$505.00	4
C-24410	2649 N Spruce	\$686.45	1
C-01398-0001	1831 N Madison	\$864.65	1
C-02763	1210 N Poplar	\$563.75	1
C-02915	1242 N Volutsia	\$534.55	1
C-13287	2514 E Stadium Dr	\$494.40	1
C-03067	1226 N Lorraine	\$679.20	1
C-16095	2308 E Shadybrook	\$414.05	1
B-02904	528 N Pennsylvania	\$585.75	1
C-02737-0001	1227 N Poplar – V/L	\$515.25	1
C-02605	525 N Green	\$327.60	1
A-05002-00UP	510 E 17th St N - RR Row between Emporia & Topeka	\$445.20	6
C-00995-0001	1307 N Kansas	\$531.10	1
C-01279	1759 N Minnesota - V/L	\$355.75	1
C-03165	1132 N Green	\$505.00	1
C-02550	554 N Estelle	\$505.00	1
C-02748-000A	1342 N Poplar - V/L	\$766.70	1
C-02748-0001	1346 N Poplar - V/L	\$910.95	1
C-00748-002G	1128 N Piatt	\$579.30	1
C-02831	1317 N Estelle Ave - V/L	\$701.60	1
B-08476	1909 S Ida	\$754.95	3
C-02760	1222 N Poplar – V/L	\$579.00	1

Published in The Wichita Eagle on **April 9, 2010**

ORDINANCE NO. 48-700

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

LEGAL OF PARCEL IN BENEFIT DISTRICT	ASSESSMENT
MO-PAC ROW IN NE 1/4 SEC 20-27-1E	445.20
N 8 FT LOT 26-ALL LOT 28 & S 10 FT LOT 30 STITES BROS. 3RD. ADD.	585.75
N 50 FT S 150 FT LOT 4 EXC ST. BLOCK 8 KINKAID'S 2ND. ADD.	597.10
E 45 FT LOTS 1-2-3-4-5 BLOCK 4 ROSEBUD ADD.	680.47
LOTS 153-155 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	754.95
S 50 FT N 350 FT W 1/2 LOT 4 TARLTONS 2ND. ADD.	579.30

LOTS 20-21 ROSENTHAL'S 2ND. ADD.	531.10
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	355.75
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	864.65
LOTS 30-32 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	505.00
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	327.60
LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	515.25
LOTS 14-16 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD	766.70
LOTS 18-20 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	910.95
LOTS 78-80 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD	579.00
LOTS 90-92 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	563.75

LOTS 33-35 ESTELLE AVE. FAIRMOUNT PARK ADD.	701.60
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	534.55
LOTS 78-80 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	555.40
LOTS 74-76 LORRAINE AVE. FAIRMOUNT PARK ADD.	679.20
LOT 21 & S 1/2 LOT 23 BLOCK 4 ESTERBROOK PARK ADD.	505.00
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	406.00
LOTS 12-14 WALTER MORRIS & SONS 4TH ADD.	717.10
LOT 4 BLOCK 2 PARKMORE ADD.	389.05
W 36 FT LOT 30 & E 40 FT LOT 31 BLOCK 4 SHADYBROOK ADD.	494.40
LOT 18 BLOCK 3 BUILDERS FIRST ADD.	414.05

S 1 FT LOT 11 & N 50 FT LOT 12 BLOCK 4 RIDGECREST ADD.	686.45
LOT 24 BLOCK 10 ORCHARD PARK ADD.	505.00
LOT 11 BLOCK 3 SMITHMOOR 5TH. ADD.	593.45
LOT 21 BLOCK A RIVENDALE ADD.	738.67

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **6th day of April, 2010.**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
March 23, 2010**

TO: Mayor and City Council

SUBJECT: CDBG – Community Housing Services Contract Renewal (District III)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract renewal with Community Housing Services.

Background: On February 12, 2007, the City Council approved a contract with Community Housing Services (CHS) to initiate a special housing repair program. The contract was specifically designed to pilot the Hazardous Housing Prevention/Elimination Program concept to eliminate blight by identifying boarded up or abandoned buildings, acquiring and rehabbing them for first time homebuyers. On February 10, 2009, that contract was extended.

Analysis: Housing and Community Services Department staff has been working with the new administrative team in Community Housing Services, to identify a property for which this contract is designed. Such a project has been identified; however, due to delays in obtaining environmental clearances, the term of the extended contract expired before the work could be completed. Housing and Community Services is therefore seeking Council approval to extend the contract dates, effective March 1, 2010 through August 31, 2010. Funds will be used to cover costs associated with completing the rehabilitation of property located at 1838 South Topeka, and the marketing and sale of the property to a low-income buyer. Proceeds generated by property sales will be returned to the City for re-programming.

Financial Considerations: The contract budget is being reduced with this extension, to cover the anticipated costs described above. The contract will not exceed \$85,000. No City General Funds will be expended for the execution of this contract.

Goal Impact: Dynamic Core Area and Vibrant Neighborhoods, and Economic Vitality and Affordable Living.

Legal Considerations: The contract renewal document has been approved as to form by the City Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract renewal with Community Housing Services and authorize the necessary signatures.

Attachments: Contract.

AMENDMENT TO GRANT AGREEMENT

Between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

And

**Community Housing Services
(CHS)**

Community Development Block Grant Funding

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203
Phone (316) 462-3700
Fax (316) 462-3719

This contract amendment is entered into March 24, 2010, and dated to be effective February 28, 2010, between the City of Wichita (hereinafter referred to as the CITY) and Community Housing Services, Hereinafter referred to as the "Delegate Agency", located at 4620 E. 13th Street, Wichita, Kansas, 67208.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated to be effective February 10, 2009 and executed February 23, 2009, in the amount of \$154,144.41, in which the Delegate Agency agreed to undertake a Hazardous Housing Prevention/Elimination Program within the City of Wichita city limits.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to begin February 10, 2009, and executed February 23, 2009, and the intent of this amendment, entered into March 23, 2010, and dated to be effective February 28, 2010, hereby agree, covenant, and contract with each other that, effective March 23, 2010, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

2. COMMENCEMENT AND COMPLETION

- 1. TIME OF PERFORMANCE.** The services of the Delegate Agency are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract by no later than September 30, 2010, unless an extension has been approved by the City by that date OR unless the Agreement is terminated earlier in accordance with other provisions herein.

Community Housing Services (Delegate Agency)

Signature

Title of Officer

Date

CITY OF WICHITA

By _____
Carl Brewer, Mayor Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

Exhibit B

Budget

Contractual Expenses: Eligible Expenses under the this grant agreement include financial feasibility reviews, title searches, construction inspections, environmental review, acquisition, demolition, rehabilitation, reconstruction, architectural design, site improvement, maintenance, contractor management fees (maximum of 10% of total project cost, per house), and marketing expenses involved in the sale of properties developed under this agreement.

	<u>\$85,000</u>
TOTAL	\$85,000

City of Wichita
City Council Meeting
March 23, 2010

TO: Mayor and City Council

SUBJECT: Resolution of Support for Application for Housing Tax Credits; Inwood Crossings Senior Apartments (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Adopt the resolution of support, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation (KHRC). Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application and IRB letter of intent.

Analysis: On January 6, 2009, the City Council adopted a resolution of support for an application for 9% Housing Tax Credits (HTCs) for LDG Development, in connection with the development of the Inwood Crossings Senior Apartments, at 3540 N. Inwood. Upon completion, the project was to have provided for 40 two-bedroom apartments and 10 one-bedroom apartments, for a total of 50 units, to be made available to senior citizens, age 55 and older. Amenities included a clubhouse/community room, and landscaped walking paths. The resolution was adopted following completion of the reviews and public hearings required under the HTC policy. Further, the resolution was adopted with waiver of the 20% market rate unit requirement, because senior citizens are considered to be a special needs population under the City's HTC policy. Following adoption of the support resolution, the developer submitted an HTC application to KHRC. The project did not receive an allocation of HTCs, primarily due to changes in market conditions and requirements related to the sale of HTCs. The developer has submitted a new HTC application, but KHRC has requested a new resolution of support for the new application, because the previously adopted resolution of support reflected an expiration date of December 2, 2009.

The new HTC application reflects that the number of units and the unit mix has changed slightly. The developer will now offer a total of 49 apartment units, with all to be two-bedroom in size. Monthly rent amounts are estimated to be \$320 to \$650 per month. Amenities will include washer and dryer hook-ups in each of the units, an exercise room, a landscaped walking path, and outdoor seating. Security features will include a gated entrance, security cameras, and indoor access to all apartments. The project will only serve senior citizens, a special needs population, and thus, the new resolution of support will apply to 100% of the units. Since the characteristics of the project have not materially changed, and the procedural requirements of the City's Housing Tax Credit Policy do not contemplate an end date for resolutions of support, Housing and Community Services staff believe that the developer has already complied with all of the procedural requirements of the City's Housing Tax Credit Policy.

The resolution of support does not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Housing and Community Services Department staff has conducted a limited review of tax records for the developer and there are no outstanding obligations at this time.

Financial Consideration: The total project cost is estimated to be \$6,643,174, including approximately \$3,761,744 in construction expenses. The developer intends to finance the project utilizing funding from the sale of 9% housing tax credits and a private bank loan. The City will not participate in the financing of the project.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Consideration: The developer complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584, when the original support resolution was adopted. The new resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the resolution of support, with waiver of the 20% market-rate unit requirement, subject to all local building and zoning codes, ordinances and any additional design review requirements, and authorize the necessary signatures.

Attachment: Resolution document.

RESOLUTION NO. 10-075

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by LDG Development that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lot 1, except that part platted as Comotara Power Center Addition, and except the South 190.59 feet, Block 1, Killarney Plaza 2nd Addition to Wichita, Sedgwick County, Kansas

WHEREAS, this housing development will contain up to 49 two-bedroom apartment units, a clubhouse with a community room, and landscaped walking paths. Said residential development to be reserved for senior citizen tenants, age 55 and over.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until December 31, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this
23rd day of __March__, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting

March 23, 2010

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous and Unsafe Structures
(Districts I, III and VI)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On March 1, 2010, the Board of Code Standards and Appeals conducted hearings on the six (6) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1619 N. Fairmount	I
b. 2127 S. Washington	III
c. 6024 S. Minneapolis	III
d. 1559 N. Emporia	VI
e. 1611 N. Topeka	VI
f. 1258 N. Fairview	VI

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area and Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the resolutions to schedule a public hearing before the City Council on May 4, 2010 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1619 N. FAIRMOUNT** and legally described as: **LOTS 77, 79 AND 81, ON FAIRMOUNT AVENUE, FAIRMOUNT, AN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two-story frame dwelling about 54 x 45 feet in size. Vacant for at least a year, this structure has cracking and shifting concrete basement walls and foundation; rotted and missing stucco siding; deteriorated front porch; rotted wood trim and framing members; and the 21 x 35 foot accessory structure is in fair condition.

(b) Street Address: 1619 N. FAIRMOUNT

(c) Owners:
Manjur Alam
PO Box 8471
Wichita, KS 67208-0471

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

State of Kansas Revenue Dept. Tax Liens
915 SW Harrison
Topeka, KS 66612

IRS Federal Tax Lien
Stope 5333 WIC
271 W. 3rd N. #3000
Wichita, KS 67202

(g) Mortgage Holder(s):
Deutsche Bank AG
60 Wall Street
New York, NY 10005

(h) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1619 N. FAIRMOUNT

LEGAL DESCRIPTION: LOTS 77, 79 AND 81, ON FAIRMOUNT AVENUE, FAIRMOUNT, AN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two-story frame dwelling about 54 x 45 feet in size. Vacant for at least a year, this structure has cracking and shifting concrete basement walls and foundation; rotted and missing stucco siding; deteriorated front porch; rotted wood trim and framing members; and the 21 x 35 foot accessory structure is in fair condition.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2127 S. WASHINGTON** and legally described as: **THE SOUTH 50 FEET OF LOT 2, BLOCK 8, KINKAID'S 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 42 x 53 feet in size. Vacant and open, this structure has been badly damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with holes and missing shingles; and the 10 x 12 foot accessory structure is fire damaged and deteriorated.

(b) Street Address: 2127 S. WASHINGTON

(d) Owners:
George O. Dawsey Sr.
10350 Lansend Dr #3405
Houston, TX 77099-3436

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(i) Mortgage Holder(s): None

(j) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 2127 S. WASHINGTON

LEGAL DESCRIPTION: THE SOUTH 50 FEET OF LOT 2, BLOCK 8, KINKAID'S 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 42 x 53 feet in size. Vacant and open, this structure has been badly damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with holes and missing shingles; and the 10 x 12 foot accessory structure is fire damaged and deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **6024 S. MINNEAPOLIS** and legally described as: **LOT 3, BLOCK 3, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 38 x 26 feet in size. Vacant and open, this structure has rotted masonite siding, sagging and badly worn composition roof, with holes and missing shingles; deteriorated front porch; deteriorated soffits and fascia; and the 16 x 24 foot accessory structure is in fair condition.

(b) Street Address: 6024 S. MINNEAPOLIS

(c) Owners:
Chris Ball & Kami Ball
365 E. 18th St S.
Wellington, KS 67152-8643

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(k) Mortgage Holder(s): None

(l) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 6024 S. MINNEAPOLIS

LEGAL DESCRIPTION: LOT 3, BLOCK 3, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 26 feet in size. Vacant and open, this structure has rotted masonite siding, sagging and badly worn composition roof, with holes and missing shingles; deteriorated front porch; deteriorated soffits and fascia; and the 16 x 24 foot accessory structure is in fair condition.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1559 N. EMPORIA** and legally described as: **LOTS 98, 100 AND 102, EXCEPT THE NORTH 10 FEET OF LOT 102, ON EMPORIA AVENUE, PARMENTER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council

Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 40 x 62 feet in size. Vacant for at least 4 months, this structure has a sagging and badly worn composition roof with holes and missing shingles; dilapidated front porch; and the 8 x 8 foot accessory structure is in fair condition.

(b) Street Address: 1559 N. EMPORIA

(f) Owners:
Wanda Murphy
c/o Patrick Murphy
5301 E. Harry
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

City of Wichita
Graffiti Removal
DO NOT MAIL

(m) Mortgage Holder(s):
Associates Services Company of Kansas Inc.
1117 S. Rock Rd #1
Wichita, KS 67207

(n) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1559 N. EMPORIA

LEGAL DESCRIPTION: LOTS 98, 100 AND 102, EXCEPT THE NORTH 10 FEET OF LOT 102, ON EMPORIA AVENUE, PARMENTER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 40 x 62 feet in size. Vacant for at least 4 months, this structure has a sagging and badly worn composition roof with holes and missing shingles; dilapidated front porch; and the 8 x 8 foot accessory structure is in fair condition.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1611 N. TOPEKA** and legally described as: **LOTS 10 AND 12, ON TOPEKA AVENUE, FORD'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A 1 ½ story frame dwelling about 27 x 49 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; badly worn composition roof, dilapidated front porch; and the wood trim is rotted.

(b) Street Address: 1611 N. TOPEKA

(g) Owners:
Elizabeth Kelly
635 N. Goebel
Wichita, KS 67206

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(o) Mortgage Holder(s): None

(p) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1611 N. TOPEKA

LEGAL DESCRIPTION: LOTS 10 AND 12, ON TOPEKA AVENUE, FORD'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A 1 ½ story frame dwelling about 27 x 49 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; badly worn composition roof, dilapidated front porch; and the wood trim is rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1258 N. FAIRVIEW** and legally described as: **LOTS 1197 AND 1199, EXCEPT THE EAST 54, 65 FEET, ON WICHITA STREET, LEWELLEN'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 4, 2010** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council

Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24 x 41 feet in size. Vacant for at least 8 months, this structure has been damaged by fire. It has a shifting concrete block foundation; deteriorated wood panel siding; and the 20 x 18 foot accessory structure is deteriorated.

(b) Street Address: 1258 N. FAIRVIEW

(h) Owners:
Shiu Shankar (deceased)
c/o Zane Shankar
140 Laurel Way #28
Herndon, VA 20170

Shiu Shankar (deceased)
c/o Hadrian Shankar
1750 N. Meridian
Wichita, KS 67203

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(q) Mortgage Holder(s):
Bank of America c/o South & Associates
Attn: Mark Mellor, Attorney for Bank of America
245 N. Waco #400
Wichita, KS 67202

(r) Interested Parties: None

DATE: March 1, 2010

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1258 N. FAIRVIEW

LEGAL DESCRIPTION: LOTS 1197 AND 1199, EXCEPT THE EAST 54, 65 FEET, ON WICHITA STREET, LEWELLEN'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 41 feet in size. Vacant for at least 8 months, this structure has been damaged by fire. It has a shifting concrete block foundation; deteriorated wood panel siding; and the 20 x 18 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-076

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 77, 79 AND 81, ON FAIRMOUNT AVENUE, FAIRMOUNT, AN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1619 N. FAIRMOUNT MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 77, 79 AND 81, ON FAIRMOUNT AVENUE, FAIRMOUNT, AN ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1619 N. FAIRMOUNT, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two-story frame dwelling about 54 x 45 feet in size. Vacant for at least a year, this structure has cracking and shifting concrete basement walls and foundation; rotted and missing stucco siding; deteriorated front porch; rotted wood trim and framing members; and the 21 x 35 foot accessory structure is in fair condition.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-077

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: THE SOUTH 50 FEET OF LOT 2, BLOCK 8, KINKAID'S 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2127 S. WASHINGTON MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at THE SOUTH 50 FEET OF LOT 2, BLOCK 8, KINKAID'S 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, known as: 2127 S. WASHINGTON, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 42 x 53 feet in size. Vacant and open, this structure has been badly damaged by fire. It has fire damaged wood lap siding; fire damaged composition roof, with holes and missing shingles; and the 10 x 12 foot accessory structure is fire damaged and deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-078

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 3, BLOCK 3, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS KNOWN AS 6024 S. MINNEAPOLIS MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 3, BLOCK 3, SOUTH HYDRAULIC GARDENS, SEDGWICK COUNTY, KANSAS, known as: 6024 S. MINNEAPOLIS, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 26 feet in size. Vacant and open, this structure has rotted masonite siding, sagging and badly worn composition roof, with holes and missing shingles; deteriorated front porch; deteriorated soffits and fascia; and the 16 x 24 foot accessory structure is in fair condition.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-079

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 98, 100 AND 102, EXCEPT THE NORTH 10 FEET OF LOT 102, ON EMPORIA AVENUE, PARMENTER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1559 N. EMPORIA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 98, 100 AND 102, EXCEPT THE NORTH 10 FEET OF LOT 102, ON EMPORIA AVENUE, PARMENTER'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1559 N.

EMPORIA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 40 x 62 feet in size. Vacant for at least 4 months, this structure has a sagging and badly worn composition roof with holes and missing shingles; dilapidated front porch; and the 8 x 8 foot accessory structure is in fair condition.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-080

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 10 AND 12, ON TOPEKA AVENUE, FORD'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1611 N. TOPEKA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 10 AND 12, ON TOPEKA AVENUE, FORD'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1611 N. TOPEKA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a 1 ½ story frame dwelling about 27 x 49 feet in size. Vacant for at least 2 years, this structure has a cracking concrete foundation; badly worn composition roof, dilapidated front porch; and the wood trim is rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Published in the Wichita Eagle on March 26 and April 2, 2010

RESOLUTION NO. 10-081

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 1197 AND 1199, EXCEPT THE EAST 54, 65 FEET, ON WICHITA STREET, LEWELLEN'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1258 N. FAIRVIEW MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 23rd day of March 2010, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 4th day of May 2010, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 1197 AND 1199, EXCEPT THE EAST 54, 65 FEET, ON WICHITA STREET, LEWELLEN'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1258 N. FAIRVIEW, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24 x 41 feet in size. Vacant for at least 8 months, this structure has been damaged by fire. It has a shifting concrete block foundation; deteriorated wood panel siding; and the 20 x 18 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 23rd day of March 2010.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

Second Reading Ordinances for March 23, 2010 (first read on March 9, 2010)

Public Hearing on Proposed Assessments for Twenty (20) Paving Projects in July 2010 Bond Sale Series 802 (Districts II, IV, V, VI)

(490-223/472-84460)

ORDINANCE NO. 48-637

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING RIDGEPOINT, DECKER, WESTPORT, WESTPORT CT., DECKER CT., INCLUDING THE CUL-DE-SAC & SIDEWALK, (North of 13th Street North, West of 135th Street West)

(490-221/472-84461)

ORDINANCE NO. 48-638

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING WESTPORT, BELLICK, BELLICK COURT, INCLUDING THE CUL-DE-SAC & SIDEWALK, (North of 13th Street North, West of 135th Street West)

(490-230/472-84486)

ORDINANCE NO. 48-639

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING WHEATLAND, BLAKE, LIMUEL, WHEATLAND CT., LIMUEL CIR., LIMUEL CT., INCLUDING CUL-DE-SAC & SIDEWALK, (North of Pawnee, East of 135th Street West)

(490-199/472-84598)

ORDINANCE NO. 48-640

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING VERANDA, (North of 13th Street, West of Greenwich)

(490-207/472-84644)

ORDINANCE NO. 48-641

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING BERKLEY SQUARE PARKWAY, (North of 13th Street, East of Webb)

(490-217/472-84647)

ORDINANCE NO. 48-642

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING EVERGREEN LANE, (North of Maple, East of Tyler)

(490-225/472-84686)

ORDINANCE NO. 48-643

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING KELLOGG DRIVE, (North of Kellogg, East of 143rd Street East)

(490-237/472-84705)

ORDINANCE NO. 48-644

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON HAYDEN, HAYDEN CIRCLE AND SLOPE, (East of 151st Street West, South of Maple)

(490-239/472-84730)

ORDINANCE NO. 48-645

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON MT. VERNON, IRONSTONE, IRONSTONE COURT, WILLOWGREEN, (North of Pawnee, West of 143rd Street East)

(490-241/472-84756)

ORDINANCE NO. 48-646

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON SMITHMOOR COURT, (West of Greenwich, South of Harry)(490-246/472-84757)

ORDINANCE NO. 48-647

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A SIDEWALK THROUGH RESERVE A, (North of 21st, East of Greenwich)

(491-035/472-84811)

ORDINANCE NO. 48-648

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of MITIGATION OF ASBESTOS AND LEAD BASED PAINT, (324 N. Emporia)

(491-034/472-84819)

ORDINANCE NO. 48-649

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS, (579 W. Douglas)

490-236/472-84359)

ORDINANCE NO. 48-650

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING COUNTRY VIEW LANE, FAWNWOOD, CITY VIEW, COUNTRY VIEW COURT, INCLUDING THE CUL-DE-SAC AND SIDEWALK, (East of 151st Street West, North of Maple)

(490-146/472-84521)

ORDINANCE NO. 48-651

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON CASTLE ROCK, ROCKHILL, CASTLE ROCK COURT, ROCKHILL COURT, SPLIT RAIL, CHURCHILL CIRCLE, SPLIT RAIL COURT, BURNING TREE, BURNING TREE COURT, INCLUDING CUL-DE-SAC AND SIDEWALK, (South of 21st Street, West of 143rd Street East)

(490-191/472-84610)

ORDINANCE NO. 48-652

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON AGNES, (East of Arkansas, South of 37th Street North)

(490-220/472-84612)

ORDINANCE NO. 48-653

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING PAVEMENT ON 24TH STREET, CHELMSFORD, RIDGEHURST, RIDGEHURST COURT, GRAYSTONE, GRAYSTONE COURT, GRAYSTONE CIRCLE INCLUDING CUL-DE-SAC, (North of 21st Street, West of 159th Street East)

(490-218/472-84642)

ORDINANCE NO. 48-654

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of IMPROVING CRYSTAL BEACH CIRCLE, CRYSTAL BEACH, PORTWEST, BOARDWALK, PIERPORT INCLUDING THE CUL-DE-SAC, (South of 53rd Street North, West of Meridian)

(490-219/472-84643)

ORDINANCE NO. 48-655

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of CONSTRUCTING A BRIDGE ON PORTWEST, (South of 53rd Street North, West of Meridian)

Public Hearing on Proposed Assessments for Twelve (12) Water Projects, Sixteen (16) Sewer Projects, and Six (6) Storm Sewer Projects in July 2010 Bond Sale Series 802. (All Districts)

(470-109/448-89718)

ORDINANCE NO. 48-656

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-89718, TO SERVE THE BROAD STREET INDUSTRIAL PARK ADDITION, (South of MacArthur, West of West Street).

(470-935/448-90072)

ORDINANCE NO. 48-657

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90072, TO SERVE DIAMOND ADDITION TO OATVILLE & OATVILLE ADDITION, (North of Macarthur, West of West Street).

(470-086/448-90239)

ORDINANCE NO. 48-658

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90239, TO SERVE SILVERTON ADDITION, (North of 13th Street North, West of 135th Street West).

(470-087/448-90240)

ORDINANCE NO. 48-659

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90240, TO SERVE SILVERTON ADDITION, (North of 13th Street North, West of 135th Street West).

(470-082/448-90364)

ORDINANCE NO. 48-660

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90364, TO SERVE WOODS NORTH ADDITION, (South of 29th St. North, West of 127th St. East).

(470-098/448-90396)

ORDINANCE NO. 48-661

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90396, TO SERVE MCCARTY 2ND ADDITION, (South of 31st St. South, West of the Kansas Turnpike).

(470-102/448-90402)

ORDINANCE NO. 48-662

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90402, TO SERVE VIA CHRISTI - WEST CAMPUS ADDITION, (East of 151st St. West, North of 21st).

(470-103/448-90404)

ORDINANCE NO. 48-663

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90404, TO SERVE VIA CHRISTI - WEST CAMPUS ADDITION, (East of 151st St. West, North of 21st).

(470-107/448-90407)

ORDINANCE NO. 48-664

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90407, TO SERVE WILLOW CREEK EAST 2ND ADDITION, (East of Greenwich, South of Harry).

(470-108/448-90411)

ORDINANCE NO. 48-665

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90411, TO SERVE UNPLATTED TRACT "A", (North of 29th St. North, East of Greenwich).

(470-110/448-90420)

ORDINANCE NO. 48-666

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90420, TO SERVE WESTSIDE CHURCH OF CHRIST, (North of 47th St. South, West of Meridian).

(470-111/448-90433)

ORDINANCE NO. 48-667

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of Water Distribution System No. 448-90433, TO SERVE COX MACHINE 3RD ADDITION, (East of Hoover, North of 21st).

(480-993/468-83161)

ORDINANCE NO. 48-668

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 1, MAIN 20, SOUTHWEST INTERCEPTOR SEWER, PHASE 1, (North of 21st, East of Hoover).

(480-776/468-83876)

ORDINANCE NO. 48-669

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 2, MAIN 16, SANITARY SEWER NO. 23; MAIN 16, SANITARY SEWER NO. 23, (West of Arkansas, North of 41st St. North).

(480-801/468-83980)

ORDINANCE NO. 48-670

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 5, MAIN 22, SOUTHWEST INTERCEPTOR SEWER, (North of MacArthur, West of West St.).

(480-824/468-84016)

ORDINANCE NO. 48-671

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 274, MAIN 5, SANITARY SEWER NO. 22, (South of 13th, West of West Street).

(480-917/468-84155)

ORDINANCE NO. 48-673

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 8, MAIN 26, WAR INDUSTRIES SEWER, (North of 29th Street North, West of Greenwich).

(480-888/468-84239)

ORDINANCE NO. 48-674

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 275, MAIN 5, SANITARY SEWER NO. 22, (North of Central, West of the I-235 Freeway).

(480-982/468-84283)

ORDINANCE NO. 48-675

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 276, MAIN 5, SANITARY SEWER # 22, (North of Central, West of Hoover).

(480-908/468-84334)

ORDINANCE NO. 48-676

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 3, MAIN 16, SANITARY SEWER NO. 23, (East of Arkansas, North of 40th Street North).

(480-951/468-84364)

ORDINANCE NO. 48-677

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , MAIN 24, SOUTHWEST INTERCEPTOR SEWER, (South of 45th Street North, West of Hoover).

(480-937/468-84397)

ORDINANCE NO. 48-678

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 524, SOUTHWEST INTERCEPTOR SEWER, (North of 31st Street South, East of Hoover).

(480-980/468-84524)

ORDINANCE NO. 48-679

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 6, MAIN 14, WAR INDUSTRIES SEWER, (South of 31st St. South, West of the Kansas Turnpike).

(480-987/468-84553)

ORDINANCE NO. 48-680

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 416, FOUR MILE CREEK SEWER, (East of Greenwich, South of Harry).

(480-988/468-84560)

ORDINANCE NO. 48-681

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , MAIN 29, WAR INDUSTRIES SEWER, (North of 29th St. North, East of Greenwich).

(480-990/468-84576)

ORDINANCE NO. 48-682

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 126, SANITARY SEWER NO. 23, (North of Douglas, East of Hillside).

(480-995/468-84617)

ORDINANCE NO. 48-683

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of , LATERAL 532, SOUTHWEST INTERCEPTOR SEWER, (South of MacArthur, West of Hoover).

(485-343/468-84356)

ORDINANCE NO. 48-684

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD NO. 328, TO SERVE HAMPTON SQUARE ADDITION, (West of Maize, North of 37th Street North).

(485-353/468-84423)

ORDINANCE NO. 48-685

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWS NO. 638, TO SERVE WATERFRONT RESIDENTIAL ADDITION, (North of 13th Street, West of Greenwich).

(485-350/468-84449)

ORDINANCE NO. 48-686

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD NO. 342, TO SERVE WATERFRONT RESIDENTIAL, WATERFRONT 6TH ADDITIONS, & UNPLATTED TRACT (WATERFRONT COMMERCIAL), (North of 13th Street, West of Greenwich).

(485-368/468-84518)

ORDINANCE NO. 48-687

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD NO. 349, TO SERVE SIERRA HILLS SECOND ADDITION, (North of Pawnee, West of 143rd Street East).

(485-356/468-84131)

ORDINANCE NO. 48-688

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD NO. 287, TO SERVE THE WOODS ADDITION, (East of 151st Street West, North of Maple).

(485-355/468-84434)

ORDINANCE NO. 48-689

An Ordinance levying assessments on lots, pieces, and parcels of land in the City of Wichita, Kansas, for the purpose of paying a portion of the cost of construction of SWD NO. 338, TO SERVE MONARCH LANDING SECOND ADDITION & UNPLATTED COMMERCIAL TRACT 2, (North of 21st Street, West of 159th Street East).

Proposed amendments to Chapters 3.90 of the Code of the City of Wichita regarding Scrap Metal Dealers.

ORDINANCE NO.48-690

An ordinance amending Sections 3.90.010, 3.90.020, 3.90.030, 3.90.050, 3.90.090, 3.90.100, 3.90.110, 3.90.130, 3.90.140, and 3.90.150 and creating sections 3.90.005, 3.90.095, 3.90.115, 3.90.118, 3.90.135, 3.90.141, 3.90.142, 3.90.144, 3.90.151, 3.90.153, 3.90.154, 3.90.156 and 3.90.160 of the code of the City of Wichita, Kansas, pertaining to scrap metal dealers and repealing the originals of sections 3.90.010, 3.90.020, 3.90.030, 3.90.050, 3.90.090, 3.90.100, 3.90.110, 3.90.120, 3.90.130, 3.90.140 and 3.90.150.

2010 Intersection Improvement Design Contract. (District I, II, and III)

ORDINANCE NO. 48-692

An ordinance declaring the intersection of Harry and Broadway (472-84880) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ORDINANCE NO. 48-693

An ordinance declaring the intersection of Harry and Woodlawn (472-84882) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ORDINANCE NO. 48-694

An ordinance declaring the intersection of Pawnee and Broadway (472-84881) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Nuisance Abatement Assessments.

ORDINANCE NO. 48-695

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.

ARRA Street Maintenance Projects (Districts II, III, & V)

ORDINANCE NO. 48-696

An Ordinance declaring Woodlawn, between Lincoln and Harry (472-84851) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ORDINANCE NO. 48-697

An Ordinance declaring 13th Street, between Maize and Tyler (472-84852) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.